

Tammy Hollingsworth
Office of the State Auditor

Dear Ms. Hollingsworth:

On August 10, 2020, the Woodward Resource Center (WRC) campus sustained significant damage from the Derecho storm that roared through many parts of the state. Damage was widespread affecting most of the buildings to some degree as well as much of the trees and other vegetation throughout the campus. Specifically, over twenty-five building (25) roofs were damaged (several were completely blown off) and as many as 135 windows were broken or damaged. Initial estimates to repair the damage caused by the storm were anywhere from \$1-\$2 million.

The Federal Emergency Management Agency (FEMA) will be reimbursing the Department for some of the costs related to this storm event but not all those final reimbursement decisions via FEMA have been made. Most of the work to repair the campus has been completed however so for the purposes of expediting the reimbursement process, the Department is moving ahead with reimbursement requests for the projects that **have** been finalized.

This specific 29C.20 request for reimbursement is for three cottage roofs: 108 Franklin, 105 Cherry, and 202 Pine. Total cost for the replacement of these three roofs was \$195,723.03 and we are requesting allocation and reimbursement of this amount to remediate the costs of the derecho storm for these three roofs. Copies of invoices, proof of payment, and pictures are enclosed for review.

Note: The Department will have additional 29C.20 requests related to derecho storm damage at WRC as final FEMA reimbursement decisions are made.

If you have any questions or need additional information, please contact Eric DeTemmerman directly at (515) 725-2237. I appreciate your consideration of this matter.

Sincerely,


Kelly Garcia (Mar 17, 2022 16:58 CDT)

Kelly Garcia,
Director
KG/ewd

Enclosures

March 17, 2022

REQUEST FOR DIRECTORS SIGNATURE

FROM: Cory Turner, M.L.S.
Division Administrator, Mental Health and Disability Services- Facilities

SUBJECT: 29C.20 Request for Reimbursement, Woodward Resource Center Derecho
Storm Damage

PURPOSE

To obtain the Directors signature for the review of a 29C.20 request for reimbursement via the Office of the State Auditor followed by the Executive Council.

BACKGROUND/SUMMARY

On August 10, 2020, the Woodward Resource Center (WRC) campus sustained significant damage from the derecho storm that hit many different parts of the state. Damage was widespread throughout the campus affecting most of the buildings to some degree as well as much of the trees and other vegetation throughout campus. Specifically, over twenty-five building (25) roofs were damaged (several were completely blown off) and as many as 135 windows were broken or damaged. Initial estimates to repair the damage caused by the storm were anywhere from \$1-\$2 million.

The Federal Emergency Management Agency (FEMA) will be reimbursing the Department for some of the costs related to this storm event but not all those final reimbursement decisions via FEMA have been made. Most of the work to repair the campus has been completed however so for the purposes of expediting the reimbursement process, MHDS recommends moving ahead with reimbursement requests for the projects that **have** been finalized.

This specific 29C.20 request for reimbursement is for the costs of three cottage roofs that have been completed: 108 Franklin, 105 Cherry, and 202 Pine. Total cost for the replacement of these three roofs was \$195,723.03.

Note: There will be additional 29C.20 requests for damage sustained from the derecho storm at GRC as additional FEMA reimbursement decisions are known.

DIRECTOR'S ACKNOWLEDGEMENT

☒ STAMP

☐ DISAPPROVE

☐ MODIFY

☐ SCHEDULE BRIEFING

COMMENTS:



State of Iowa - Department of Administrative Services
109 SE 13th St.
Des Moines, Iowa 50319
Phone: (515) 281-7260

Contract DP-9181.05-014

Project: 9181.00-.05 - DHS WRC Storm Repairs
1251 334th Street
Woodward, Iowa 50276

Shive-Hattery Cottages Design

DATE CREATED:	09/02/2020		
CONTRACT COMPANY:	Shive Hattery Inc. 4125 Westown Parkway, Suite 100 West Des Moines, Iowa 50266	CREATED BY:	Sam Vorrie (Story Construction)
DEFAULT RETAINAGE:	5.0%		
RFP/B#:	Emergency	OBJECT CODE:	9260
COMMODITY CODE:	912	SHIP TO CODE:	564-Woodward
BILL TO CODE:	033	ACTIVITY CODE:	DSGN
VENDOR NUMBER:	00002108803	PO #:	33521259204

DESCRIPTION:

Provide Design, Bid, and Construction Administrative / Observation Phase services for the roof replacements on three (3) cottages, on the campus of the Woodward Resource Center. The three (3) cottages are 105 Cherry Lane, 108 Franklin Street, and 202 Pine Street.

#	SUB JOBS	COST CODE	DESCRIPTION	TYPE	AMOUNT
1	9181.05 3 Cottage Roof Storm Repairs	00-04 - Design	918100 Design Services	MM21	\$ 11,250.00
Grand Total:					\$ 11,250.00

CONTRACT TYPE: Consensus 803

DISPUTE MITIGATION PROCEDURE	Project Neutral	BINDING DISPUTE RESOLUTION	Litigation
3.2.8.1: BONA FIDE BID %	20	3.2.9.1: SUBMITTAL REVIEW	10
3.2.9.3: SITE VISITS	As needed, but a minimum of 4	3.2.9.7: # OF SUBSTANTIAL COMPLETION VISITS	1
3.2.9.8: NUMBER OF FINAL COMPLETION VISITS	1	3.2.9.9: # OF CORRECTION VISITS	0
5.1: COMPLETION OF CONSTRUCTION DOCUMENTS NO LATER THAN <u>90</u> DAYS			
6. COMPENSATION AND PAYMENTS Stipulated Fee			
6.1.1.1: B. SERVICES OF CONSULTANTS AT A MULTIPLE OF TIMES AMOUNT BILLED N / A			
6.3.1.2: LUMP SUM AMOUNTS FOR EACH PHASE OF THE DESIGN PROFESSIONAL'S SERVICES:			
Design Phase	\$4,600		
Quoting and CA/CO Phase Services	\$6,650		
Total	\$11,250		

10.1.1: OWNER SHALL OBTAIN OWNERSHIP OF THE COPYRIGHT

ARTICLE 11: SCHEDULE OF EXHIBITS

RFP #918100-005
Proposal dated 8/31/2020

Scope of Work:

Roof Services

These services will consist of the following tasks:

1. Design & Construction Document Phase

- Make one (1) site visit to evaluate the three (3) cottage roofs and to gather information required to create the drawings and specifications.
- Prepare contract document drawings and specifications. Finalize plans and specifications detailing the roof improvements.
- Prepare an updated opinion of construction costs at the completion of the design services.
- Prepare documents including the drawings, and technical specifications suitable for obtaining a quote for construction and which are in compliance with all applicable laws in effect at the time they are created.
- Submit professionally sealed documentation to the authorities having jurisdiction and assist the client in gaining approval for the Project.



Contract DP-9181.05-014

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- F. Prepare a project schedule acceptable to IA DAS.
 - 2. Quoting and Construction Administration Phase
 - A. Prepare and provide documents to CM for distribution.
 - B. Respond to contractor questions and prepare and issue addenda information as required.
 - C. Assist with evaluating quote.
 - D. Attend the preconstruction meeting to review project requirements.
 - E. Provide on-site, (limited to 3 site visits), construction observations to observe and evaluate the progress of the Work and its compliance with the Contract Documents.
 - F. Provide written reports relative to the progress of the work.
 - G. Review Project Submittals and Shop Drawings.
 - H. Provide contract modifications for RFI, ASI, PCDR, and Change Orders.
 - I. Review Contractor's Pay Request and Change Orders.
 - J. Conduct a substantial completion inspection and final completion inspection for review of the work and review the contractor's punch list of items requiring attention and/or completion.
 - K. Determine date of substantial completion with Owner approval.
 - L. Facilitate the collection of, review, and submit the Project Closeout Documents to the Owner that are required to be submitted by the Constructor in the Contract Documents. Provide recommendations to Owner on final acceptance of the Project and the withholding of any retainage, if any, as authorized or permitted by law.
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ConsensusDocs 803

STANDARD AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL

(Where a Construction Manager Acting as an Agent Has Been Retained by the Owner)



TABLE OF ARTICLES

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This Agreement has important legal and insurance consequences. Consultations with an attorney and with insurance and surety consultants are encouraged with respect to its completion or modification. Notes indicate where information is to be inserted to complete this Agreement.



ARTICLE 1 AGREEMENT

This Agreement is made this 09/16/2020 by and between

the OWNER

Department of Administrative Services ("DAS"). DAS's principal office is located:
109 SE 13th St
Des Moines, IA 50319

and the

ARCHITECT, DESIGN PROFESSIONAL or ENGINEER (hereinafter Design Professional)
Shive Hattery Inc.
4125 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

for work in connection with the following

PROJECT

9181.00-.05 -DHS WRC Storm Repairs

The CONSTRUCTION MANAGER is

Story Construction
2810 Wakefield Circle
Ames, Iowa 50010

Notice to the Parties shall be given at the above addresses.

ARTICLE 2 GENERAL PROVISIONS

2.1 The Design Professional shall furnish or provide the architectural and engineering Services necessary to design the Project in accordance with the Owner's requirements, as may be outlined in the Owner's Program and other relevant data defining the Project. The architectural and engineering Services shall include Basic Services plus Additional Services as may be authorized by the Owner. If the Owner does not have an official written Program, the Design Professional will work with the Owner and the Construction Manager to Verify the Owner's objectives, including budget and time criteria, Space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements for phased occupancy.

2.2 RELATIONSHIP OF THE PARTIES The Design Professional accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and the Construction Manager and exercise the Design Professional's skill and judgment in furthering the interests of the Owner to the extent that doing so is not in violation of Iowa law and the professional license obligations of the Design Professional. The Design Professional represents that it possesses the requisite skill, expertise, and licensing to perform the required Services. The Owner and Design Professional agree to work together on the basis of mutual trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. The Owner and Design Professional shall endeavor to promote harmony and cooperation among all Project participants.

2.3 Neither the Design Professional nor any of its agents or employees shall act on behalf of or in the name of the Owner except as provided in this Agreement or unless authorized in writing by the Owner.

2.4 The Owner and the Design Professional shall perform their obligations with integrity, including but not limited to:



2.4.1 conflicts of interest shall be avoided or disclosed promptly to the other Party; and

2.4.2 The Design Professional and the Owner warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including their agents, officers and employees, subconsultants or others for whom they may be liable, to secure preferential treatment.

2.5 CONSTRUCTION MANAGER The Owner shall retain or employ a Construction Manager to be the Owner's agent and to furnish construction administrative and management Services for the Project. The Design Professional shall coordinate its scope of Services with that of the Construction Manager so as to avoid any duplication of Services. The Design Professional shall provide those Services reasonably requested by the Owner and the Construction Manager and included within the Design Professional's scope of Services under this Agreement. Such Services shall be provided promptly and in accordance with time schedules agreed upon by the Owner, Construction Manager and Design Professional. The Owner shall cause the Construction Manager to provide those Services reasonably requested by the Design Professional. Such Services shall be provided promptly and in accordance with time schedules agreed upon by the Owner, Design Professional and Construction Manager. Upon request of the Design Professional, the Owner shall furnish to the Design Professional a copy of the Owner's Agreement with the Construction Manager. The Agreement between the Owner and the Construction Manager shall not be modified without written notification to the Design Professional.

2.6 EXTENT OF AGREEMENT This Agreement represents the entire and integrated agreement between the Owner and the Design Professional and supersedes all prior negotiations, representations and agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Owner and Design Professional and not for the benefit of any third party except to the extent expressly provided in this Agreement.

2.7 DEFINITIONS

2.7.1 Agreement means this ConsensusDocs 803, Standard Agreement Between Owner and Design Professional (Where a Construction Manager Acting as an Agent Has Been Retained by the Owner) as modified by the Parties, and Exhibits and Attachments made part of this Agreement upon its execution.

2.7.2 Design Professional means the person or entity identified in ARTICLE 1 and includes the Design Professional's representative. The use of the term Design Professional in this Agreement is for convenience and is not intended to imply or infer that the individual or entity named in ARTICLE 1 will provide design professional Services in a discipline in which it is not licensed.

2.7.3 Construction Budget means the budget prepared by the Construction Manager for review by the Design Professional and approval by the Owner. It is prepared when the Owner and the Construction Manager agree that the Construction Documents are sufficiently complete, and includes the sum of the estimated cost of the Work, the clarifications and assumptions upon which it is based, allowances, reasonable contingencies and the Construction Manager's compensation.

2.7.4 Construction Manager means the person or entity identified in ARTICLE 1 responsible for furnishing construction administrative and management Services for the Project.

2.7.5 The Construction Schedule is the document initially prepared by and updated by the Construction Manager and approved by the Owner that indicates proposed activity sequences, durations, or milestone dates for such activities as receipt and approval of pertinent information, issuance of the Construction Documents, the preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements and estimated date of Substantial Completion of the Project. The Construction Schedule shall also include the date of Final Completion of the Project.

2.7.6 The term Cost of Construction shall mean the Owner's total cost of Project components (excluding the services provided by the Construction manager and /or any other professional service). In the event the Project is not completed, Cost of Construction shall mean the final approved estimated cost of construction of Project components (excluding the services provided by the Construction Manager and/or any other professional service).



The estimated Cost of Construction has the same meaning as the "estimated total cost of construction" set forth in Iowa Code Section 26.1 and thereby affects the appropriate competitive bidding procedure for the Project. Cost of Construction is synonymous with the Cost of the Work for the Project.

2.7.7 Others means other contractors, material suppliers and persons at the Worksite who are not employed by the Contractor or Subcontractors. The term Others does not include the Construction Manager or the Design Professional.

2.7.8 Owner is the person or entity identified in ARTICLE 1 and includes the Owner's representative.

2.7.9 The Owner's Program is an initial description of the Owner's objectives that shall include budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements. As stated above, the owner may not have an official written Program.

2.7.10 The Project, as identified in ARTICLE 1, is the building, facility or other improvements for which the Contractor is to perform Work under the agreement between the Owner and Trade Contractor(s). It may also include construction by the Owner or Others.

2.7.11 Services means the Services provided by the Design Professional or by consultants retained by the Design Professional for the Project. Such Services may constitute the whole or a portion of the Project.

2.7.12 A Subcontractor is a party or entity retained by the Trade Contractor as an independent contractor to provide the labor, materials, equipment or Services necessary to complete a specific portion of the Work. The term Subcontractor does not include the Design Professional or Others.

2.7.13 A Sub-subcontractor is a person or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's Work.

2.7.14 Trade Contractor means a party or entity retained by the Owner as an independent contractor to provide the labor, materials, equipment or services necessary to complete a specific portion of the Work. A Trade Contractor is a principal contractor, as referenced in Iowa Code Chapter 573.

2.7.15 Work means the construction and services provided by the Trade Contractors necessary or incidental to fulfill the Trade Contractor's obligations for the Project in accordance with and reasonably inferable from the Construction Documents. The Work may refer to the whole Project or only a part of the Project.

2.7.16 Worksite means the location of the Project as identified in ARTICLE 1 where the Work is to be performed.

ARTICLE 3 DESIGN PROFESSIONAL'S RESPONSIBILITIES

3.1 GENERAL RESPONSIBILITIES

3.1.1 PROJECT REQUIREMENTS The Design Professional, in order to determine the requirements of the Services, shall conduct a preliminary evaluation of the information set forth in the Owner's Program. The Design Professional shall confirm its understanding of such requirements with the Owner and the Construction Manager and shall assist the Owner to refine or make clarifications to the Owner's Program for the Project. The Owner, however, may not have an official written program for this Project. Inasmuch case, the Design Professional shall work with the Owner and the Construction Manager to determine the Owner's objectives, including budget and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements and any requirements for phased occupancy. Further, the Design Professional shall ascertain the information needed to provide its design services and shall request from the Owner in writing any information that the Design Professional needs to provide its design services that it is unable to ascertain. If the Design Professional did not separately agree to provide program management services but is requested to prepare an official written Program then the preparation of the Program shall be considered an additional service.



3.1.2 The Design Professional shall not proceed with the development of successive design documents until receiving written approval from the Owner. The Design Professional shall promptly revise without additional compensation:

3.1.2.1 those documents which have not been previously approved by the Owner and to which the Owner has reasonable objections, and

3.1.2.2 those documents identified by the Construction Manager as presenting constructability problems,

3.1.2.3 Deleted.

To the extent that any design documents approved by the Owner deviate from the requirements of the Owner's Program, the approved design documents shall govern.

3.1.3 The Design Professional shall have reasonable access to the Worksite at all times.

3.1.4 Except as provided in this Agreement or unless otherwise directed by the Owner, the Design Professional shall communicate with the Trade Contractor and Subcontractors only through the Construction Manager unless otherwise agreed to by the Owner in writing.

3.1.5 The Design Professional shall assist the Owner and the Construction Manager with filing required documents with governmental authorities having jurisdiction over the Project, including permits necessary for construction of the Project.

3.1.6 The Design Professional shall not be responsible for the acts or omissions of the Owner, the Construction Manager, the Trade Contractor and Subcontractors, and their respective agents or employees, or any other persons or entities performing work on the Project who are not under the direct control or authority of the Design Professional.

3.1.7 Services to be provided by the Design Professional shall be rendered promptly so as not to delay the Owner, Construction Manager, Trade Contractor, Subcontractors or Others.

3.1.8 The Design professional shall preform the Services required by this Agreement in a workmanlike manner and in accord with the degree of skill, care, and learning ordinarily possessed and exercised by competent and knowledgeable members of its profession currently practicing under similar circumstances at the same time and in a same similar location.

3.2 BASIC SERVICES The Design Professional's Basic Services consist of any Services provided pursuant to Sections 3.1 and 3.2. The Design Professional shall identify here or in a separate attached exhibit: (a) other Services included in Basic Services, (b) the specific design disciplines included in Basic Services, and (c) those portions of the Project design to be furnished by the Owner, Trade Contractor or Others: If professional design Services are to be furnished by the Owner, Trade Contractor or Others, the Design Professional shall indicate all performance and design criteria to be satisfied in accordance with the Owner's Program, and the Owner, Trade Contractor or Others shall not be responsible for the adequacy of such performance and design criteria. Design Services furnished by parties other than the Design Professional shall be obtained from licensed design professionals, who shall in the manner required by law affix their signature and seal on all drawings, specifications, calculations and technical submittals prepared by them, and the Design Professional shall be entitled to rely upon the adequacy, accuracy and completeness of such design Services.

3.2.1 BUDGETS The Design Professional promptly shall review and make recommendations to the Owner about the budgets prepared by the Construction Manager for the Project. The Design Professional shall provide its Services in conformance with the budgets approved by the Owner.

3.2.2 CONSTRUCTION SCHEDULE The Design Professional promptly shall review and make recommendations to the Construction Manager and Owner about the preliminary and updated Construction Schedule prepared by the



Construction Manager. To facilitate the preparation of the Construction Schedule by the Construction Manager, the Design Professional shall submit for the Construction Manager's review and the Owner's approval a schedule of the Design Professional's Services. The Design Professional shall provide its Services within the times given for such Services in the Construction Schedule approved by the Owner.

3.2.3 SCHEMATIC DESIGN DOCUMENTS Based upon the Owner's Program, including any approved refinements or clarifications, the Design Professional shall prepare, for the Construction Manager's review and the Owner's approval, Schematic Design Documents consisting of drawings, outline specifications and other documents illustrating the Project's basic elements, scale, and their relationship to the Worksite. Schematic Design Documents shall include, as applicable, conceptual plans of the site and structures; preliminary sections and elevations; approximate areas, volumes and dimensions; and preliminary selections of materials and systems. Two printed sets and one reproducible set of Schematic Design Documents shall be provided to the Owner for its review and for distribution to the Construction Manager. When the Design Professional submits the Schematic Design Documents, the Design Professional shall identify in writing for the Construction Manager's review and the Owner's approval all material / important changes and deviations that have taken place from the Design Professional's approved preliminary estimate of the Cost of Construction and Project Schedule.

3.2.4 DESIGN DEVELOPMENT DOCUMENTS Based on the approved Schematic Design Documents and the updated estimate of the Cost of Construction and Project Schedule, the Design Professional shall prepare, for the Construction Manager's review and the Owner's approval, Design Development Documents. The Design Development Documents shall further define the Project, including drawings and outline specifications fixing and describing the Project size, character and site relationships, and other appropriate elements describing the structural, architectural, mechanical and electrical systems. Design Development Documents shall include, as applicable, plans, sections and elevations; criteria and sizing of major components; equipment sizes and capacities and approximate layouts, including required spaces and clearances; typical details; materials selections and general quality levels. When the Design Professional submits the Design Development Documents, the Design Professional shall identify in writing all material / important changes and deviations for the Owner's approval that have taken place from the Schematic Design Documents and the previously approved estimate of the Cost of Construction and Project Schedule. Two printed sets and one reproducible set of Design Development Documents shall be provided to the Owner for its review and for distribution to the Construction Manager.

3.2.5 CONSTRUCTION DOCUMENTS Based on the approved Design Development Documents and updated estimate of the Cost of Construction and Project Schedule, the Design Professional shall prepare, for the Construction Manager's review and the Owner's approval and the approval of governmental authorities, including any revisions necessary to secure such approvals, Construction Documents setting forth in detail the quality levels of and the requirements for construction of the Project, and consisting of drawings and specifications that comply with applicable codes, laws and regulations enacted at the time of their preparation at the location of the Project. When the Design Professional submits the Construction Documents, the Design Professional shall identify in writing all material / important changes and deviations for the Owner's approval that have taken place from the Design Development Documents and the previously approved estimate of the Cost of Construction and Project Schedule. The Construction Documents shall completely describe all work necessary to bid and construct the Project. Two printed sets and one reproducible set of the Construction Documents shall be provided to the Owner for its review and for distribution to the Construction Manager.

3.2.5A In accordance with Iowa Code Chapter 26, the Design Professional shall calculate the estimated total Cost of Construction which shall be used to determine the applicable competitive bidding procedure. The Construction Manager shall aid the Design professional in performing this calculation.

3.2.6 DESIGN COORDINATION The Design Professional shall coordinate the Services of all its design consultants for the Project who are or will be (List here or in a separate attached exhibit the names or disciplines of design consultants) As an additional service to the Owner, the Design Professional shall coordinate the Service of the following design consultants of the Owner (list here or in a separate attached exhibit the names of the design consultants of the owner who have separate contracts with the owner:



3.2.7 LONG-LEAD ITEMS The Design Professional shall assist the Owner to evaluate a schedule prepared by the Construction Manager for procurement of long-lead-time items which shall constitute part of the Work as required to meet the Construction Schedule.

3.2.8 BIDDING ASSISTANCE The Design Professional shall assist the Owner in evaluating the Construction Manager's recommendations regarding the division of the Work into Trade Contractor Bid packages or proposals. The Design Professional shall assist the Construction Manager and the Owner in obtaining bids from contractors by providing up to six (6) sets of drawings, specifications and any addenda, attending pre-bid or pre-award meetings, clarifying the scope and intent of the Construction Documents and, if appropriate, evaluating proposed subcontractors and material suppliers for portions of the Work. The Design Professional shall issue any addenda or clarifications promptly in writing.

3.2.8.1 If the lowest bona fide bid exceeds the Design Professional's final approved estimate of the Cost of Construction by 20% or more, and the Owner, in its sole discretion, elects not to accept such bid or proposal or to rebid or renegotiate the Project, the Design Professional, without additional compensation, shall work with the Construction Manager and the Owner to make the necessary modifications to the Construction Documents to reduce the Cost of Construction to an amount less than or equal to the sum of the final approved estimate of the Cost of Construction plus the percentage stated above. This Clause shall not apply if estimates are prepared by or are the responsibility of the Trade Contractor or Others.

3.2.9 CONSTRUCTION PHASE SERVICES The Construction Phase will commence upon the earlier of (a) the first award of a Trade Contract or (b) such other date as the Parties agree. Such award or authorizations by Owner shall be issued with contemporaneous notification to the Design Professional. If requested by the Owner, the Design Professional shall assist the Construction Manager to review the schedule of values submitted by the Trade Contractors for the Work. The Design Professional shall furnish upon request to the Owner and to the Construction Manager interpretations and clarifications of the drawings and specifications, by means of additional drawings, addenda or otherwise, as are necessary for the proper execution and progress of the Work. All such interpretations and clarifications shall be consistent with the intent of the Construction Documents and reasonably inferable from them.

3.2.9.1 SUBMITTALS The Design Professional shall collaborate with the Construction Manager to establish and implement procedures for expediting the processing and approval of shop drawings and samples. The Design Professional shall review the Trade Contractors' submittals and make approvals of or recommendations about such submittals to the Construction Manager and the Owner within 10 days of receiving the submittals from the Construction Manager, unless otherwise agreed to by the Owner in writing. The Design Professional shall check the Trade Contractors' submittals for conformance with the design and scope of the Project and for compliance with the Construction Documents. The Design Professional shall be entitled to rely on the accuracy and completeness of any professional certifications required by the Construction Documents of Trade Contractors concerning the performance criteria of systems, equipment or materials, including all calculations relating thereto and any governing performance requirements. The Design Professional's review of submittals shall not extend to the Trade Contractors' means, methods, techniques, sequences or procedures, unless such means, methods, techniques, sequences or procedures have been specified by the Design Professional.

3.2.9.2 The Design Professional shall assist the Construction Manager and the Owner in the evaluation and processing of requests for changes in the Work.

3.2.9.3 WORKSITE VISITS The Design Professional shall visit the Worksite at appropriate intervals, but not less than As needed, but a minimum of 4 times, or pursuant to such schedule as the Parties may establish by attachment of Exhibit F to this Agreement, to become generally familiar with the quality of the Work and to determine in general if the Work is proceeding in accordance with the Construction Document. After each Worksite visit, the Design Professional shall promptly provide the Owner with a written report. If the Design Professional becomes aware of any defects or deficiencies in the Work, the Design Professional shall provide prompt notice, followed by written confirmation, to the Owner. If, in the Design Professional's opinion, special testing or inspection of the Work is needed, the Design Professional shall recommend such



testing or inspection procedures and appropriate consultants to the Construction Manager. The Design Professional shall not be responsible for construction means, methods, techniques, sequences and procedures, unless they are specified by the Design Professional, or for ensuring that the Work is in accordance with the Construction Documents.

3.2.9.4 SAFETY The Design Professional shall not be responsible for the Trade Contractor's safety precautions and programs. However, if the Design Professional has actual knowledge of safety violations, the Design Professional shall give prompt written notice to the Owner. While at the Worksite, the Design Professional shall comply with the safety programs of the Construction Manager and the Trade Contractors.

3.2.9.5 The Design Professional shall review and approve or reject the Trade Contractors' applications for payment. Application for payment should be collected and reviewed by the Construction Manager before the Design Professional shall consider the Construction Manager's recommendation. The Payment process must comply with Iowa law (and in particular Iowa Code chapter 573).

3.2.9.6 The Design Professional shall participate in regular meetings with the Owner and the Construction Manager upon reasonable request of the Owner or the Construction Manager.

3.2.9.7 The Design Professional shall assist the Owner and Construction Manager in conducting up to 1 inspections to determine the date or dates of Trade Contractor's Substantial Completion of the Work. Such assistance shall include compiling a list of items to be completed or corrected so that the Owner may occupy or utilize the Work or a designated portion for its intended use.

3.2.9.8 The Design Professional shall assist the Owner and Construction Manager in conducting up to 1 inspections to determine Trade Contractor's Final Completion of the Work.

3.2.9.9 The Design Professional shall make 0 visits to the Worksite during the Trade Contractors' one-year correction periods to assist the Owner in evaluating the need for any corrective measures.

3.2.10 HAZARDOUS MATERIAL A Hazardous Material is any substance or material identified as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal or clean-up. To the extent not identified in this Agreement, if a Hazardous Material is discovered at the Worksite, the Design Professional shall not be required to perform Services relating to or in the area of the Hazardous Material without written mutual agreement.

3.2.10.1 INDEMNIFICATION To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Design Professional, Construction Manager, Trade Contractors and their subcontractors and suppliers, and the agents, officers, directors and employees of each of them, from and against any and all claims, damages, losses, fines, penalties, costs and expenses, whether direct, indirect or consequential, including but not limited to attorneys' fees, costs and expenses incurred in connection with litigation or arbitration arising out of or relating to the performance of Services in any area affected by Hazardous Material. To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract, or strict liability of the indemnitee. To the extent portions of this paragraph are in conflict with SF 396 (codified at Iowa Code Section 573A.5) said portions are void and unenforceable.

3.3 ADDITIONAL SERVICES The following Services shall be provided by the Design Professional and paid for as Additional Services, if they are authorized in advance by the Owner in writing and are not included in Basic Services as set forth in Sections 3.1 and 3.2:

3.3.1 Investigation of sources of financing, general business planning and other information and documentation as may be required to establish the feasibility of the Project.



- 3.3.2 Consultations, negotiations, and documentation supporting the procurement of Project financing.
- 3.3.3 Surveys, site evaluations, legal descriptions and aerial photographs.
- 3.3.4 Appraisals of existing equipment, existing facilities, new equipment and developed properties.
- 3.3.5 Soils, subsurface and environmental studies, reports and investigations required for submission to governmental authorities or others having jurisdiction over the Project.
- 3.3.6 Document reproduction exceeding the limits provided for under Sections 3.2.
- 3.3.7 Investigating or making measured drawings of existing conditions or the verification of Owner provided drawings and information.
- 3.3.8 Artistic renderings, models and mockups of the Project or any part of the Project.
- 3.3.9 Inventories of existing furniture, fixtures, furnishings and equipment which might be under consideration for incorporation into the Project.
- 3.3.10 Interior design and related Services, including procurement and placement of furniture, furnishings, artwork and decorations.
- 3.3.11 Making revisions to the Schematic Design, Design Development, or Construction Documents after they have been approved by the Owner, and which are due to causes beyond the control of the Design Professional (including unreasonable acts by a building code official).
- 3.3.12 Design, coordination, management, expediting and other Services supporting the procurement of materials to be obtained or work to be performed by the Owner, including but not limited to telephone systems, computer wiring networks, sound systems, alarms, security systems and other specialty systems which are not a part of this Agreement.
- 3.3.13 Estimates, proposals, appraisals, consultations, negotiations and Services in connection with the repair or replacement of an insured loss.
- 3.3.14 The premium portion of overtime work ordered by the Owner, including productivity impact costs, other than that required by the Design Professional to maintain the Construction Schedule for causes that are the responsibility of the Design Professional.
- 3.3.15 Obtaining service contractors and training maintenance personnel; assisting and consulting in the use of systems and equipment after the initial startup.
- 3.3.16 Services for tenant or rental spaces not a part of this Agreement.
- 3.3.17 Serving or preparing to serve as an expert witness on behalf of the Owner in connection with any proceeding, legal or otherwise, regarding the Project in which the Design Professional is not a party.
- 3.3.18 Preparing reproducible record drawings from marked-up prints, drawings or other documents that incorporate significant changes made during the Construction Phase.
- 3.3.19 Worksite visits in excess of the number of visits provided for in Clauses 3.2.9.3, 3.2.9.8, and 3.2.9.9 or the number of visits in a schedule established by attachment to this Agreement.
- 3.3.20 Attending meetings in excess of the number provided for in Clause 3.2.9.6 3.2.9.7.
- 3.3.21 Providing Services relating to Hazardous Material discovered at the Worksite.



3.3.22 Consultations and representations before governmental authorities or others having jurisdiction over the Project other than normal assistance in securing building permits.

3.3.23 Out-of-town travel by the Design Professional in connection with the Work, except between the Design Professional's office, the Owner's office and the Worksite.

3.3.24 Services requested by the Owner or required by the Work which are not specified in the Contract Documents and which are not normally part of generally accepted design and construction practice.

3.3.25 Other Services as agreed to by the Parties and identified in an attached exhibit.

3.4 QUALIFICATIONS The Design Professional warrants and represents that the Design Professional and its consultants are duly qualified, licensed, registered and authorized by law to perform the Services under this Agreement.

3.5 CONSULTANTS The Design Professional shall not engage the Services of any consultant without first obtaining the Owner's written approval, which approval shall not be unreasonably withheld. Such approval by the Owner shall not be deemed to create any contractual relationship between the Owner and any such consultant, except that the Owner shall be considered the intended beneficiary of the performance of their Services. Except for the waivers required under Section 5.4 and Subsection 7.3.2, the Design Professional shall not include any limits of liability in its agreements with any consultants without the prior written approval of the Owner. The Design Professional shall bind its consultants in the same manner as the Design Professional is bound to the Owner under this Agreement.

3.6 DESIGN PROFESSIONAL'S REPRESENTATIVE The Design Professional's representative is Andrew Pritchard who shall possess full authority to receive and act on instructions from the Owner. Unless agreed to by the Parties in an exhibit attached hereto, the Design Professional's representative is also authorized to bind the Design Professional in all matters relating to this Agreement including, without limitations, all matters requiring the Construction Manager's approval, authorization, or written notice. The Design Professional's representative is also authorized to resolve disputes in accordance with Section 9.2 of this Agreement.

3.7 KEY PROJECT PERSONNEL The key Project personnel whom the Design Professional shall assign are as set forth in an exhibit attached hereto, including the estimated percentage of time to be devoted by each to the Design Professional's Services. Such personnel shall not be changed without the written approval of the Owner, which approval shall not be unreasonably withheld.

3.8 FINANCIAL INFORMATION Prior to commencement of Services, and thereafter, the Design Professional shall have the right, upon written request, to receive from the Owner evidence of the Owner's financial ability to pay for the Design Professional's Services. Evidence of the Owner's financial ability to pay for Services shall be a condition precedent to the Design Professional commencing or continuing Services. The Design Professional shall be notified prior to any material change in the Owner's ability to pay for Services.

3.9 ROYALTIES, PENALTIES AND COPYRIGHTS The Design Professional shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Design Professional and incorporated in the design documents of the Design Professional. The Design Professional shall defend and hold the Owner, Construction Manager, Trade Contractor and Subcontractors harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. To the extent portions of this paragraph are in conflict with SF 396 (codified at Iowa Code Section 573A.5) said portions are void and unenforceable.

3.10 CONFIDENTIALITY The Owner shall treat as confidential information all proprietary design systems and methods that may be disclosed to the Owner in connection with the performance of this Agreement if they are specified and marked as "Confidential". If a document is not marked as "Confidential" it will not be treated as such. Nothing contained herein, however, shall be interpreted in a manner that modified or is in conflict with the purpose and application of the open records laws contained in the Code of Iowa.



ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES PROVIDED BY THE OWNER

4.1.1 To the extent the Owner has obtained the information and Services identified below, the Owner shall provide them to the Design Professional in a timely manner. The Design Professional shall be entitled to rely on the completeness and accuracy of such information and Services.

4.1.1.1 Information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations, all as set forth in Exhibit A.

4.1.1.2 Inspection and testing Services during construction as required by law or as mutually agreed.

4.1.1.3 Unless otherwise provided in the Contract Documents, necessary approvals, site plan review, rezoning, easements and assessments, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including legal and other required Services. The information required by Clause 4.1.1.1 shall be provided in reasonable detail. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, alleys, and other features relevant to the Work. Utility details shall include available Services, lines at the Worksite and adjacent thereto, and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used in laying out the Work. The Design Professional shall in writing request from the Owner any information identified in Paragraph 4.1.1 that the Design Professional believes the Owner has obtained but has not provided to the Professional.

4.1.2 The Owner shall promptly report to the Design Professional errors, inconsistencies and omissions it discovers in the Construction Documents; however, nothing in this subsection shall relieve the Design Professional of responsibility for its own errors, inconsistencies and omissions.

4.1.3 Approvals by the Owner shall not be deemed to be an assumption of responsibility by the Owner for any error, inconsistency or omission in the drawings and specifications or other documents prepared by the Design Professional, its employees, agents or consultants. The Owner shall provide all approvals required under this Agreement in a timely manner.

4.2 OWNER'S REPRESENTATIVE The Owner's representative is Jennifer Kleene. The Representative:

4.2.1 shall be fully acquainted with the Project;

4.2.2 agrees to furnish the information and Services required of the Owner pursuant to section 4.1 so as not delay the Services of the Design Professional; and

4.2.3 shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice. If the Owner changes its representative or the representative's authority as listed above, the Owner shall notify the Design Professional in writing in advance. The Owner's Representative is also authorized to resolve disputes in accordance with Section 9.2 of this Agreement.

4.3 TRADE CONTRACTS The Owner shall provide the Design Professional with copies of all executed Trade Contracts.

4.4 LEGAL REQUIREMENTS The Owner will not provide legal advice to or act as the attorney for the Design Professional. The Owner expects that the design Professional will consult an attorney whenever the Design Professional believes that doing so is its best interest.



4.5 ROYALTIES, PATENTS AND COPYRIGHTS The Owner shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems specifically required by the Owner to be incorporated in the design documents of the Design Professional. The Owner agrees to defend and hold the Design Professional harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems required by the Owner or used by the Trade Contractor but not required by the Owner or Design Professional. To the extent portions of this paragraph are in conflict with SR 396 (codified at Iowa Code Section 573A. 5) said portions are void and unenforceable.

ARTICLE 5 TIME

5.1 TIME FOR SERVICES The Design Professional shall provide the Services required by this Agreement in conformance with the most recent Project Schedule approved by the Owner. The Design Professional's Fee as set forth in Section 6.1 is based on completion of Construction Documents no later than 90 Days following execution of this Agreement. If completion of Construction Documents is not achieved within this time through no fault of the Design Professional, the Design Professional's Fee shall be equitably adjusted. The term Project Schedule in this paragraph shall have the same meaning as the Construction Schedule defined in Section 2.7.5.

5.2 DELAYS BY DESIGN PROFESSIONAL If the progress or completion of the Project is delayed by reason of any error, inconsistency or omission of the Design Professional which violates the applicable standard of care, the Design Professional shall compensate the Owner for and indemnify it against all damages which may accrue as a result of such delay, except as otherwise provided in Section 5.4. In addition, the Design Professional shall provide Services at its own cost, including any overtime costs and expenses, required to make up time lost to the Owner because of such delay. The Owner shall provide prompt written notice to the Design Professional of such delay after the Owner first recognizes the delay.

5.3 DELAYS BY OWNER If the Design Professional is delayed in the performance of its Services by any act or omission of the Owner, or by changes ordered by the Owner which are due to causes beyond the Design Professional's control, or by a delay authorized by the Owner pending dispute resolution, then the time allotted in the Project Schedule for the Design Professional's Services shall be extended for the period of such delay or the Owner shall authorize the Design Professional to work overtime to make up such lost time, and the Design Professional's compensation shall be equitably adjusted. The Design Professional shall provide prompt written notice to the Owner of such delay after the Design Professional first recognizes such delay.

5.4 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

5.4.1 The Owner and the Design Professional waive claims against each other for consequential damages arising out of or relating to this Agreement, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing, except for those specific items of damages excluded from this waiver, as mutually agreed upon by the Parties and identified below. The Owner agrees to waive damages including but not limited to the Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, or loss of reputation. The Design Professional agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project or loss of reputation. The Owner does not waive delay and/or acceleration damages claimed by the Trade Contractor caused by the negligent performance of the Design Professional:

5.4.1.1 The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The Owner and the Design Professional shall require similar waivers in contracts with their consultants retained for the Project.

ARTICLE 6 COMPENSATION AND PAYMENTS

6.1 COMPENSATION FOR BASIC SERVICES



6.1 A The design Professional's compensation shall not include any form of compensation that is in violation of Iowa law. Payment requests and processes shall conform and be documented in accordance with the State Accounting Enterprise's (SAE's) policies and Procedures. Documents concerning compensation will be subject to open records laws.

6.1.1 For Basic Services as described in Sections 3.1 and 3.2, the Owner shall compensate the Design Professional on the following basis, including applicable sales taxes (Exclude options not applicable):

6.1.1.1 Stipulated Fee. The amount of \$11,250.00.

6.1.1.2. Guaranteed Maximum Fee. The actual cost of the following:

- a. Design Professional's personnel as listed in Exhibit B.
- b. Services of consultants at a multiple of N/A times the amount billed to the Design Professional for such Services.
- c. Reimbursable Expenses incurred in connection with Basic Services.
- d. The Design Professional shall be compensated for the above costs up to a Guaranteed Maximum Fee of N/A.

6.1.1.3 Other basis of Fee: N/A.

6.2 ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

6.2.1 The Design Professional shall be compensated for Additional Services as described in Sections 3.3 on the following basis:

6.2.2 The Design Professional shall be compensated for the Reimbursable Expenses described in Exhibit D at their actual cost, unless otherwise provided in Subsection 6.1.1. The Design Professional's Reimbursable Expenses must conform to and be documented in accordance with the policies and procedures of the State Accounting Enterprise (SAE). Records concerning Reimbursable Costs will be subject to open records laws.

6.3 PAYMENTS

6.3.1 The Design Professional shall submit to the Owner for its approval monthly applications for payment for Basic and Additional Services and Reimbursable Expenses, if any, with reasonable supporting detail. The Owner shall pay approved amounts no later than thirty (30) Days after the Design Professional has submitted its applications for payment. No matter how computed in Section 6.1, payments for Basic Services:

6.3.1.1 shall not exceed the following percentages of the total Fee for Basic Services at the completion of each Phase of the Design Professional's Services:

N/A

6.3.1.2 shall not exceed the following lump sum amounts for each Phase of the Design Professional's Services:

Design Phase	\$4,600
Quoting and CA/CO Phase Services	\$6,650
Total	\$11,250

Upon receipt of payment from the Owner, Design Professional shall promptly make payment to its consultants as appropriate.



6.3.2 Prior to final payment to the Design Professional, the Design Professional shall furnish evidence satisfactory to the Owner that there are no claims, obligations or liens outstanding in connection with its Services. Acceptance of final payment shall constitute a waiver of all claims by the Design Professional for compensation for its Services.

6.3.3 Should there be any claim, obligation or lien asserted before or after final payment is made that arises from the negligent performance of the Design Professional's Services, the Design Professional shall reimburse the Owner for any costs and expenses, including attorneys' fees, costs and expenses, incurred by the Owner in satisfying, discharging or defending against any such claim, obligation or lien, including any action brought or judgment recovered, provided the Owner is making payments or has made payments to the Design Professional in accordance with the terms of this Agreement.

6.3.4 Should the Design Professional or its consultants cause damage to the Project, or fail to perform or otherwise be in default under the terms of this Agreement, the Owner shall have the right to withhold from any payment due or to become due, or otherwise be reimbursed for, an amount sufficient to protect the Owner from any loss that may result. Payment of the amount withheld shall be made when the grounds for the withholding have been removed.

6.3.5 The Design Professional's expense records shall be maintained in accordance with generally accepted accounting principles and shall be available to the Owner at mutually convenient times for all Services to be compensated on the basis of actual cost.

6.3.6 LATE PAYMENT Payments due but unpaid shall bear interest at the statutory rate prevailing at the place of the Project. Interest, however, shall not start to accrue until sixty (60) days following the receipt of an appropriate pay application.

ARTICLE 7 INDEMNITY, INSURANCE AND WAIVERS

7.1.1 DESIGN PROFESSIONAL'S INDEMNITY To the fullest extent permitted by law, the Design Professional shall indemnify and hold harmless the Owner, from and against all claims, losses, damages, liabilities, including reasonable attorneys' fees, costs and expenses, for bodily injury, sickness or death, and property damage (other than property insured in paragraph 7.3, that may arise from the performance of or the failure to perform Services under this Agreement, but only to the extent caused by the negligent acts or omissions of the Design Professional, the Design Professional's consultants or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Design Professional shall be entitled to reimbursement of any defense costs paid above Design Professional's percentage of liability for the underlying claim to the extent provided for under Section 7.1.2. Nothing in this indemnity shall be construed to limit the insurance obligations agreed to herein.

7.1.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design Professional from all claims for bodily injury and property damage, other than property insured under Section 7.3, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of or the failure to perform work by Owner or Others, but only to the extent caused by the negligent acts or omissions of the Owner or Others. The Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided for under Section 7.1.1.

7.1.3 CONSTRUCTION MANAGER AND TRADE CONTRACTOR INDEMNITY The Owner shall cause the Construction Manager and Trade Contractors to agree to indemnify and hold harmless the Owner from all claims for bodily injury and property damage and other property insured under Section 7.3, that may arise from the Construction Manager's Services or the Trade Contractor's Work, but only to the extent that such claims result from the negligent acts or omissions of the Construction Manager or the Trade Contractor, respectively, or anyone for whose acts or omissions the Construction Manager or Trade Contractor, respectively, is liable. Such provisions shall be in a form no less protective of the Parties than the Construction Manager's Indemnity provided in ConsensusDocs 801 (as modified by the Owner's Supplemental Terms and Conditions) or the Trade Contractor's indemnity provided in ConsensusDocs 802 (as modified by the Owner's Supplemental Terms and Conditions) respectively, and shall be reasonably satisfactory to the Owner and the Design Professional.



7.1.4 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of the Design Professional, anyone directly or indirectly employed by the Design Professional or anyone for whose acts the Design Professional may be liable, the indemnification obligation 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 Design Professional under Workers' Compensation acts, disability benefit acts or other employee benefit acts.

7.2 DESIGN PROFESSIONAL INSURANCE

7.2.1 Before commencing its Services and as a condition of payment, the Design Professional shall purchase and maintain such insurance, to the extent it is commercially available, as will protect it from claims arising out of the performance of its Services under this Agreement, whether such Services are provided by the Design Professional or by any of its consultants or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

7.2.2 The Design Professional shall maintain in effect all insurance coverage required under Subsection 7.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located and which is reasonably satisfactory to the Owner:

7.2.2.1 Workers' Compensation -- \$1,000,000 or an amount required by the laws of Iowa, whichever is greater:

7.2.2.2 Employers' Liability Insurance - \$1,000,000 or an amount required by the laws of Iowa, whichever is greater.

7.2.2.3 Commercial General Liability Insurance, including contractual liability insurance for the liability assumed in Subsection 7.1.1, with at least the following limits of liability:

- a. \$1,000,000 Each occurrence limit
- b. \$2,000,000 General aggregate
- c. \$1,000,000 Products/Completed Operations aggregate
- d. \$1,000,000 Personal and Advertising Injury Limit

7.2.2.4 Business Automobile Liability Insurance with at least the following limit of liability:

- a. \$1,000,000 Each Accident

7.2.3 The Design Professional shall require its consultants to maintain Business General Liability and Business Automobile Liability coverage with a company satisfactory to the Owner and with limits acceptable to the Owner.

7.2.4 PROFESSIONAL LIABILITY INSURANCE The Design Professional shall maintain Professional Liability Insurance with a company satisfactory to the Owner for claims arising from the negligent performance of professional Services under this Agreement, which shall be either:

☒ Practice Policy

☐ Project Specific Coverage

written for not less than \$2,000,000 per claim and in the aggregate with a deductible not to exceed \$25,000, unless otherwise agreed to by the Owner. The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all Services performed by the Design Professional for this Project. If Project Specific Coverage is used, these requirements shall be continued in effect for ten (10) year(s) following final payment to the Design Professional to the extent such coverage is commercially available. The deductible shall be paid by the Design Professional.



7.2.5 Consultants retained by the Design Professional for this Project shall maintain Professional Liability Insurance with a company and for such amounts as are satisfactory to the Owner for claims arising from the negligent performance of their professional Services, which shall be either:

☒ Practice Policy

☐ Project Specific Coverage

The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all Services performed by the consultants for this Project. If Project Specific Coverage is used, these requirements shall be continued in effect for ten (10) year(s) following final payment to the Design Professional; to the extent such coverage is commercially available. Deductibles shall be paid by the Design Professional.

7.2.6 To the extent commercially available, the policies of insurance required under Subparagraph 7.2 shall contain a provision that the insurance company or its designee must give the Owner written notice transmitted in paper or electronic format; (a) 30 days before coverage is nonrenewal by the insurance company and (b) with 10 business days after cancellation of coverage by the insurance company. Prior to commencement of services, the Design professional shall furnish the Owner with certificates evidencing the required coverage's. In addition, if any insurance policy required under Subparagraph 7.2 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, the Design Professional shall give Owner Prompt written notice upon actual or constructive knowledge of such action. The Owner shall have the right to notify directly the Design Professional's Professional Liability insurance carrier of a claim against the policy. The Professional Liability policies shall be continued in effect for ten (10) year(s) following final payment to the Design Professional.

7.3 PROPERTY INSURANCE

7.3.1 The Owner shall provide builders risk insurance that names the Design Professional and its consultants as named additional insureds. The Owner shall furnish to the Design Professional certificates of insurance evidencing such coverages.

7.3.2 The Owner and Design Professional waive all rights against each other and the Trade Contractor, Subcontractors, and Sub-subcontractors for loss or damage to the extent covered by builders risk insurance, except such rights as they may have to the proceeds of such insurance. The Owner and the Design Professional shall require similar waivers from all of their consultants retained for the Project.

ARTICLE 8 TERMINATION

8.1 TERMINATION BY EITHER PARTY Either Party may terminate this Agreement upon seven (7) Days' written notice if the other Party materially breaches its terms through no fault of the initiating Party.

8.2 TERMINATION BY OWNER FOR CONVENIENCE Upon seven (7) Days' written notice, the Owner may, without cause, terminate this Agreement with the Design Professional. If this Agreement is terminated pursuant to this section, the Design Professional may recover from the Owner payment for all Services performed in accordance with this Agreement, and any proven loss, cost or expense in connection with the Services, including those resulting from the termination. If the fee agreed to be paid to the Design Professional is lump sum then the Design Professional should be paid on a pro rata basis for the Services completed.

8.3 ADDITIONAL GROUNDS FOR TERMINATION FOR CAUSE The Owner may terminate the Agreement effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

- i. Design Professional furnished any statement, representation, warranty or certification in connection with this Agreement, the RFP or the Proposal that is false, deceptive, or materially incorrect or incomplete;



- ii. Design Professional or any of its officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
- iii. Design Professional or any parent or affiliate of Design Professional owning a controlling interest in Design Professional dissolves;
- iv. Design Professional terminates or suspends its business;
- v. Design Professional's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by Design Professional related to Design Professional's performance under this Agreement is suspended, terminated, revoked, or forfeited;
- vi. Design Professional has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this Agreement;
- vii. The Design Professional engaged in conduct that: (a) has or may expose the Owner/State to material liability, or (b) has caused or may cause a person's life, health or safety to be jeopardized;
- viii. The Design Professional infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Design Professional misappropriates a trade secret; or

8.4 BANKRUPTCY If the Design Professional files a petition under the Bankruptcy Code, this Agreement may be terminated for cause at the discretion of the Owner. Further, the Owner may terminate the Agreement for cause at its discretion if the Design Professional takes any of the following actions: a) Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; b) Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets; c) Making an assignment for the benefit of creditors; d) Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Design Professional's performance of its obligations under this Agreement; or e) Taking any action to authorize any of the foregoing. The Owner's right to terminate this Agreement shall be in addition to and not exclusive of other remedies available to the Owner, and the Owner shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

ARTICLE 9 DISPUTE MITIGATION AND RESOLUTION

9.1 CONTINUANCE OF SERVICES AND PAYMENT Unless otherwise agreed in writing, the Design Professional shall continue to perform its Services during any dispute mitigation or resolution proceeding. If the Design Professional continues to perform, the Owner shall continue to make payments in accordance with this Agreement for amounts not in dispute.

9.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of the Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' authorized representatives. The authorized representative for the Design Professional as identified in Paragraph 3.6 of the Agreement. The Parties' authorized representatives are among other things, authorized to resolve matters of disagreement and disputes between the Parties. If the Parties representatives are unable to



resolve the dispute with in fifteen (15) days of meeting to resolve it then the Parties shall submit such matter to the dispute mitigation and procedures.

9.3 MITIGATION If the Parties select one of the dispute mitigation procedures provided in this section, disputes remaining unresolved after direct discussions shall be directed to the selected mitigation procedure. The dispute mitigation procedure shall result in a nonbinding finding on the matter, which may be introduced as evidence at a subsequent binding adjudication of the matter, as designated in Section 9.5. The Parties agree that the dispute mitigation procedure shall be:

(Designate only one:)

☒ Project Neutral

☐ Dispute Review Board

9.3.1 MITIGATION PROCEDURES The Project Neutral/Dispute Review Board shall be mutually selected and appointed by the Parties and shall execute a retainer agreement with the Parties establishing the scope of the Project Neutral's/Dispute Review Board's responsibilities. The costs and expenses of the Project Neutral/Dispute Review Board shall be shared equally by the Parties. The Project Neutral/Dispute Review Board shall be available to either Party, upon request, throughout the course of the Project, and shall make regular visits to the Project so as to maintain an up-to-date understanding of the Project progress and issues and to enable the Project Neutral/Dispute Review Board to address matters in dispute between the Parties promptly and knowledgeably. The Project Neutral/Dispute Review Board shall issue nonbinding finding(s) within five (5) business Days of referral of the matter to the Project Neutral, unless good cause is shown.

9.3.2 If the matter remains unresolved following the issuance of the nonbinding finding by the mitigation procedure or if the Project Neutral/Dispute Review Board fails to issue nonbinding findings within five (5) business Days of the referral, the Parties shall submit the matter to the binding dispute resolution procedure designated in Section 9.5.

9.4 MEDIATION If direct discussions pursuant to Section 9.2 do not result in resolution of the matter and no dispute mitigation procedure is selected and implemented under Section 9.3, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association, or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. Unless otherwise agreed to by the Parties, the mediation shall be convened within thirty (30) Days of the matter first being discussed and shall conclude within forty-five (45) business Days of the matter first being discussed. Either party may terminate the mediation at any time after the first session, but the decision to terminate shall be delivered in person by the terminating Party to the non-terminating party and to the mediator. The costs of the mediation shall be shared equally by the Parties.

9.5 BINDING DISPUTE RESOLUTION If the matter remains unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected herein.

(Designate only one:)

☐ Arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association or the Parties may mutually agree to select another set of arbitration rules. The administration of the arbitration shall be as mutually agreed by the Parties.

☒ Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

9.5.1 The costs of any binding dispute resolution processes shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute. The cost of binding dispute resolution does not include attorney fees. The Parties are each responsible for paying for their own attorney fees.



9.5.2 VENUE The venue of any binding dispute resolution procedure shall be the Des Moines, Iowa.

9.6 MULTIPARTY PROCEEDINGS The Owner and Design Professional agree that all Parties necessary to resolve a matter shall be parties to the same dispute resolution procedure. Appropriate provisions shall be included in all other contracts relating to the Project to provide for the joinder or consolidation of such dispute resolution procedures.

9.7 LIEN RIGHTS Nothing in this article shall limit any rights or remedies not expressly waived by the Design Professional that the Design Professional may have under lien laws. The Design Professional acknowledges that it has no mechanic's lien right on this Project.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 OWNERSHIP OF TANGIBLE DOCUMENTS The Owner shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data and information (hereinafter "Documents") prepared, provided or procured by the Design Professional or by consultants retained by the Design Professional and distributed to the Owner for this Project, upon the making of final payment to the Design Professional or in the event of termination under ARTICLE 8, upon payment for all sums due to Design Professional pursuant to Sections 8.1 and 8.2.

10.1.1 COPYRIGHT The Parties agree that Owner ☒ shall / ☐ shall not (indicate one) obtain ownership of the copyright of all Documents. The Owner's acquisition of the copyright for all Documents shall be subject to the making of payments as required by section 10.1 and the payment of the fee reflecting the agreed value of the copyright set forth below: If the Parties have not made a selection to transfer copyright interests in the Documents, the copyright shall remain with the Design Professional.

10.1.2 USE OF DOCUMENTS IN EVENT OF TERMINATION In the event of a termination of this Agreement pursuant to ARTICLE 8, the Owner shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright under Subsection 10.1.1, provided payment has been made pursuant to Section 10.1.

10.1.3 OWNER'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT After completion of the Project, the Owner may reuse, reproduce or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling or expanding the Project at the Worksite. The Owner's use of the Documents without the Architect/ Engineer's involvement or on other projects is at the Owner's sole risk, except for the Design Professional's indemnification obligations pursuant to Section 3.9, and the Owner shall defend and hold harmless the Design Professional and its consultants, and the agents, officers, directors and employees of each of them, from and against any and all claims, damages, losses, costs and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from such any prohibited use.

10.1.4 DESIGN PROFESSIONAL'S USE OF DOCUMENTS Where the Design Professional has transferred its copyright interest in the Documents under Subsection 10.1.1, the Design Professional may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.

10.1.5 The Design Professional shall obtain from its consultants rights and rights of use that correspond to the rights given by the Design Professional to the Owner in this Agreement and the Design Professional shall provide evidence that such rights have been secured.

10.2 ELECTRONIC DOCUMENTS If the Owner requires that the Owner, Design Professional, Construction Manager and Trade Contractor exchange documents and data in electronic or digital form, prior to any such exchange, the Owner, Design Professional, Construction Manager and Trade Contractor shall agree on a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate Agreement, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted



electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software and Services; (d) acceptable formats, transmission methods and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. Except as otherwise agreed to by the Parties in writing, each Party shall bear its own costs for requirements identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

10.3 ASSIGNMENT the terms and conditions of this Agreement shall be binding upon Parties, their partners, successors, assign and legal representatives. Neither Party to this Agreement the Agreement as a whole without written consent of the other except that the Owner may assign the Agreement to a wholly owned subsidiary of the Owner when the Owner has fully indemnified the Design Professional or to an institutional lender providing financing for the Project as long as the assignment is no less favorable to the Design Professional than this Agreement. In the event of such assignment, the Design Professional shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume the Owner's rights and obligations under the Construction Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

10.4 GOVERNING LAW AND VENUE This Agreement shall be governed by the laws of the State of Iowa. The venue for any dispute resolution proceeding shall be Des Moines, Iowa.

10.5 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

10.6 NO WAIVER OF PERFORMANCE The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

10.7 TITLES AND GROUPINGS The title given to the Articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the articles in the Agreement under the various headings is solely for the purpose of convenient organization and in no event shall the groupings of provisions, the use of paragraphs or the use of headings be construed to limit or alter the meaning of any provisions.

10.8 JOINT DRAFTING The Parties to this Agreement expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

10.9 RIGHTS AND REMEDIES The Parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.

10.10 OTHER PROVISIONS:

10.11 COMPLIANCE WITH LAW AND REGULATIONS The Design Professional shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing services under this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Design Professional declares that it has complied with all federal, state and local laws regarding business permits and licenses that may be required to provide the services and work required by this Agreement. The Design Professional further acknowledges that if this Project is a recipient of Federal financial assistance that it may be subject to requirements of Federal Acts and Executive Orders as mandated by Federal agencies having authority and jurisdiction to enforce and ensure



compliance with such laws and regulations including, but not necessarily limited to, the Davis Bacon Act and other Federal Acts and Executive Orders.

10.12 CONFIDENTIAL INFORMATION OF OWNER

1. Access to Confidential Information. The Design Professional's employees, agents and subcontractors may have access to Confidential Information maintained by the Owner to the extent necessary to carry out its responsibilities under the Agreement. The Owner shall designate in writing any information that it seeks to protect from disclosure, and such information shall be considered "Confidential Information." Confidential information shall not include information that (a) is previously known to Design Professional, (b) is generally known in the public domain, (c) becomes known to Design Professional through disclosure by sources other than the Owner having the right to disclose such information, (d) is generally disclosed to third parties by the Owner, without similar restriction on such third parties, or (e) is authorized to be disclosed by the Owner. The Design Professional shall provide to the Owner a written description of its policies and procedures to safeguard Confidential Information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. The Design Professional must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Design Professional in connection with the performance of the Agreement. The Design Professional shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Agreement. The Confidential Information shall remain the property of the Owner at all times.

2. No Dissemination of Confidential information. No Confidential Information collected, maintained, or used in the course of performance of the Agreement shall be disseminated by Design Professional except as authorized by law and only with the prior written consent of the Owner either during the period of the Agreement or thereafter. Any data supplied by the Owner to the Design Professional in the course of the performance of this Agreement shall be considered the property of the Owner. The Design Professional must return any and all data supplied by the Owner in whatever form it is maintained promptly at the request of the Owner. The Design Professional may be held civilly or criminally liable for improper disclosure of Confidential Information.

3. Subpoena. In the event that a subpoena or other legal process is served upon the Design Professional for records containing Confidential Information, the Design Professional shall promptly notify the Owner and cooperate with the Owner in any lawful effort to protect the Confidential Information.

4. Reporting of Unauthorized Disclosure. The Design Professional shall immediately report to the Owner any unauthorized disclosure of Confidential Information.

5. Survives Termination. The Design Professional's obligations under this section shall survive termination or expiration of this Agreement.

10.13 PROCUREMENT. The Design Professional shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations.

10.14 NON-EXCLUSIVE RIGHTS. This Agreement is not exclusive. The Owner reserves the right to select other vendors to provide services similar or identical to those described in this Agreement.

10.15 AUTHORIZATION. Design Professional represents and warrants that: i. It has the right, power and authority to enter into and perform its obligations under this Agreement. ii. It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

10.16 SUCCESSORS IN INTEREST. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.



10.17 RECORDS RETENTION AND ACCESS. The Design Professional shall maintain accurate, current, and complete records of the financial activity of this Agreement which sufficiently and properly document and calculate all charges billed to the Owner throughout the term of this Agreement and for a period of at least five (5) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The Design Professional shall permit the Owner, the Auditor of the State or any other authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Design Professional relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Design Professional shall not impose a charge for audit or examination of the Design Professional's books and records. Based on the audit findings, the Owner reserves the right to address the Design Professional's board or other managing entity regarding performance and expenditures. When state or federal law or the terms of this Agreement require compliance with OMB Circular A-87, A-110, or other similar provision addressing proper use of government funds, the Design Professional shall comply with these additional records retention and access requirements:

- i. Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of this Agreement require matching funds, cash contributions made by the Design Professional and third party in-kind (property or service) contributions must be verifiable from the Design Professional's records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income and third-party reimbursements.
- ii. The Design Professional shall maintain accounting records supported by source documentation that may include but are not limited to cancelled checks, paid bills, payroll, time and attendance records, and contract award documents.
- iii. The Design Professional, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the Owner.
- iv. The Design Professional shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring and evaluating its program.
- v. The Design Professional shall retain all medical records for a period of six (6) years from the last date of service for each patient; or in the case of a minor patient or client, for a period consistent with that established by Iowa Code section 614.1(9). Client records, which are nonmedical, must be maintained for a period of five (5) years.

10.18 SOLICITATION. The Design Professional represents and warrants that no person or selling agency has been employed or retained to solicit and secure this Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

10.19 COUNTERPARTS. The Parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

10.20 SUSPENSION AND DEBARMENT. The Design Professional certifies pursuant to 48 CFR Part 9 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency. The Design Professional certifies that it is not



presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the State of Iowa.

10.21 CONFLICTS OF INTEREST. Design Professional represents, warrants, and covenants that no relationship exists or will exist during the Agreement period between the Design Professional and the Owner that is a conflict of interest. No employee, officer or agent of the Design Professional or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code Chapter 68B shall apply to this Agreement. If a conflict of interest is proven to the Owner, the Owner may terminate this Agreement, and the Design Professional shall be liable for any excess costs to the Owner as a result of the conflict of interest. The Design Professional shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Design Professional shall report any potential, real, or apparent conflict of interest to the Owner.

10.22 CERTIFICATION REGARDING SALES AND USE TAX. By executing this Design Professional, the Design Professional certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) and (43). The Design Professional also acknowledges that the Owner may declare the Agreement void if the above certification is false. The Design Professional also understands that fraudulent certification may result in the Owner or its representative filing for damages for breach of contract.

10.23 RIGHT TO ADDRESS THE BOARD OF DIRECTORS OR OTHER MANAGING ENTITY. The Owner reserves the right to address the Design Professional's board of directors or other managing entity of the Design Professional regarding performance, expenditures and any other issue as appropriate. The Owner determines appropriateness.

10.24 REPAYMENT OBLIGATION. In the event that any State and/or federal funds are deferred and/or disallowed as a result of any expenditure by the Design Professional in violation of the laws or regulations applicable to such funds, the Design Professional shall be liable to the Owner for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Design Professional as well as any of its subcontractors.

10.25 FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS. The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such amendments hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

10.26 PUBLIC RECORDS. The laws of the State of Iowa require procurement records to be made public unless otherwise provided by law.

10.27 USE OF NAME OR INTELLECTUAL PROPERTY. The Design Professional agrees it will not use the Owner and/or State's name or any of their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Owner and/or the State.

10.28 TAXES. The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on Design Professional's employee's wages. The State is exempt from State and local sales and use taxes on the services.

10.29 NO MINIMUMS GUARANTEED. The Agreement does not guarantee any minimum level of purchases or any minimum amount of compensation.



10.30 INDEPENDENT CONTRACTOR The Design Professional is an independent contractor. The Design Professional is responsible for its office space, support staff, and equipment or tools. The Design Professional and its staff are not eligible for any State of Iowa employee benefits. The Design Professional is responsible for paying any income tax it owes as a result of this Agreement and the payment received for Services provided hereunder.

10.31 NO THIRD PARTY BENEFICIARY There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the Owner and the Design Professional.

10.32 EMPLOYMENT PRACTICES: It is the intent of the Iowa Department of Administrative Services to assure equal employment opportunity in all contract work as required by law. Service providers to the State of Iowa, including the Design Professional, are required to take affirmative action to ensure that applicants employed or seeking employment with them are treated equally as required by law. Service providers to the State of Iowa, including the Design Professional, shall not illegally discriminate against any employee. During the course of the Project, the Service provider may be required to show compliance with the EEO and Affirmative Action requirements. Noncompliance with the provisions set forth at the time of contract award may result in termination or suspension of the Agreement in whole or in part. All Service providers to the State of Iowa, including the Design Professional, are prohibited from engaging in discriminatory employment practices forbidden by Iowa law. Service providers to the State of Iowa, including the Design Professional, shall complete and submit the Nondiscrimination Clause form for the Owner's approval.

10.33 LABOR RELATIONS In accordance with Executive Order Number 69, issued on or about January 14, 2011, no project labor agreement (also known as a PLA), or similar, will be used on this Project. Iowa is a right to work state. No consultant, contractor, or employee shall be obligated to contract with or join any labor organization as a condition of performing work on this Project. The Design Professional shall comply with all Iowa and Federal labor laws.

10.34 LEGISLATIVE CHANGES The Design Professional expressly acknowledges that the contracted services are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the Project, the Owner shall use best efforts to provide written notice to the Design Professional of any legislative change. The Parties shall meet and make a good faith effort to agree upon changes to the Agreement to address the legislative change.

10.35 SURVIVAL The provisions of this Agreement, which by their nature are intended to survive the termination, cancellation, completion or expiration of the Agreement, including, but not limited to, any indemnities or any expressed limitations of or releases from liability, shall continue as valid and enforceable obligations of the Parties notwithstanding any such termination, cancellation, completion or expiration.

ARTICLE 11 SCHEDULE OF EXHIBITS

RFP #918100-005
Proposal dated 8/31/2020

Scope of Work:

Roof Services

These services will consist of the following tasks:

1. Design & Construction Document Phase

A. Make one (1) site visit to evaluate the three (3) cottage roofs and to gather information required to create the drawings and specifications.

B. Prepare contract document drawings and specifications. Finalize plans and specifications detailing the roof improvements.

C. Prepare an updated opinion of construction costs at the completion of the design services.

D. Prepare documents including the drawings, and technical specifications suitable for obtaining a quote for construction and which are in compliance with all applicable laws in effect at the time they are created.

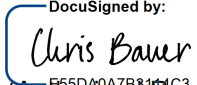


- E. Submit professionally sealed documentation to the authorities having jurisdiction and assist the client in gaining approval for the Project.
- F. Prepare a project schedule acceptable to IA DAS.
- 2. Quoting and Construction Administration Phase
 - A. Prepare and provide documents to CM for distribution.
 - B. Respond to contractor questions and prepare and issue addenda information as required.
 - C. Assist with evaluating quote.
 - D. Attend the preconstruction meeting to review project requirements.
 - E. Provide on-site, (limited to 3 site visits), construction observations to observe and evaluate the progress of the Work and its compliance with the Contract Documents.
 - F. Provide written reports relative to the progress of the work.
 - G. Review Project Submittals and Shop Drawings.
 - H. Provide contract modifications for RFI, ASI, PCDR, and Change Orders.
 - I. Review Contractor's Pay Request and Change Orders.
 - J. Conduct a substantial completion inspection and final completion inspection for review of the work and review the contractor's punch list of items requiring attention and/or completion.
 - K. Determine date of substantial completion with Owner approval.
 - L. Facilitate the collection of, review, and submit the Project Closeout Documents to the Owner that are required to be submitted by the Constructor in the Contract Documents. Provide recommendations to Owner on final acceptance of the Project and the withholding of any retainage, if any, as authorized or permitted by law.

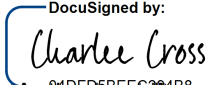
This agreement entered into as of the date entered in ARTICLE 1.

OWNER State of Iowa – DAS Department of Administrative Services

Design Professional: Shive Hattery Inc.

By: 
(Authorized Representative)
Name: Chris Bauer
Title: Project Manager
Date: 9/9/2020

Owner: State of Iowa - DAS

By: 
(Authorized Representative)
Name: Charlee Cross
Title: Chief Operating Officer General Services Enterprise
Date: 9/14/2020

END OF DOCUMENT.





State of Iowa - Department of Administrative Services
109 SE 13th St.
Des Moines, Iowa 50319
Phone: (515) 281-7260

Contract CMCA-9181.05-013

Project: 9181.00-.05 - DHS WRC Storm Repairs
1251 334th Street
Woodward, Iowa 50276

Story Construction Co. Exhibit #076CA (Three Roof Replacements)

DATE CREATED:	09/01/2020	CREATED BY:	Sam Vorrie (Story Construction)
CONTRACT COMPANY:	Story Construction 2810 Wakefield Circle Ames, 50010		
DEFAULT RETAINAGE:	0.0%		
RFP/B#:	RFP0215335062-Story9112015	OBJECT CODE:	9255
COMMODITY CODE:	912	SHIP TO CODE:	564-Woodward
BILL TO CODE:	033	ACTIVITY CODE:	CMGR
VENDOR NUMBER:	00002110695	PO #:	PO 33521265501

DESCRIPTION:

Provide CM limited pre-construction and full construction administration services for WRC cottages 105 Cherry, 108 Franklin, and 202 Pine.

#	SUB JOBS	COST CODE	DESCRIPTION	TYPE	AMOUNT
1	9181.05 3 Cottage Roof Storm Repairs	00-03 - Construction Manager CA	Construction Administration	MM21	\$ 28,520.92
Grand Total:					\$ 28,520.92

CONTRACT TYPE: Consensus 801

DISPUTE MITIGATION PROCEDURE	Project Neutral	BINDING DISPUTE RESOLUTION	Litigation
3. CM TO PROVIDE GENERAL CONDITIONS	☐	4. NUMBER OF VISITS FOR CONSTRUCTION MANAGER DURING CORRECTION PERIOD	As needed
CM SERVICES: OTHER SERVICES	☐		
OTHER SERVICES			
CM Services Personnel	\$28,198.00		
Reimbursables	\$322.92		
Total	\$28,520.92		
8. NON-REFUNDABLE PAYMENT AMOUNT	\$0.00	10. PAYMENT FOR GENERAL CONDITIONS	\$0.00
11. REIMBURSABLE COSTS LIMIT	\$322.92		
ADDITIONAL INSURANCE	None.		

EXHIBIT " 076CA " TO CONSENSUSDOCS 801 (Where the Construction Manager is the Owner's Agent and the Owner Enters Into Trade Contracts)("Agreement")

1. Per Article 1 of the Agreement:
 - a. The name and location of the Project is:
9181.00-.05 - DHS WRC Storm Repairs
1251 334th Street
Woodward, Iowa 50276
 - b. The Design Professional is: Shive Hattery Inc.. The Design Professional's office primarily responsible for the Project is located at: 4125 Westown Parkway, Suite 100, West Des Moines, Iowa 50266.
2. Per Subparagraph 3.2.4.1 of the Agreement, the Construction Manager will also provide cost monitoring of the following services:
 - ☐ Land Purchase/Financing
 - ☐ Marketing
 - ☐ Permitting
 - ☐ Geotechnical Services
 - ☒ Design Services
 - ☐ Commissioning
 - ☐ Furniture, Fixtures and Equipment (FF&E)
3. The Construction Manager ☐ shall / ☒ shall not provide all supervision, labor, materials, construction equipment, tools and subcontract items which are necessary for the completion of the General Conditions Items defined in Subparagraph 2.4.11.
4. Per Subparagraph 3.2.11 of the Agreement, the Construction Manager shall make up to As needed visits to the Worksite during the Trade Contractors' one-year correction period to assist the Owner in evaluating the need for corrective measures.
5. Per Paragraph 3.3 of the Agreement, additional Services to be performed by Construction Manager include the following:
 - ☒ Development of the Owner's Program, assistance in establishing an overall budget for the Project, investigating sources of financing, general business planning and other information and documentation as may be required to establish the feasibility of the Project.
 - ☐ Consultations, negotiations, and documentation supporting the procurement of Project financing
 - ☐ Surveys, Site evaluations, legal descriptions and aerial photographs.
 - ☐ Appraisals of existing equipment, existing properties, new equipment and developed properties.
 - ☐ Consultations and representations before governmental authorities or others having jurisdiction over the Project other than normal assistance in securing building permits.
 - ☐ Artistic renderings, models and mockups of the Project or any part of the Project or the Work.
 - ☐ Inventories of existing furniture, fixtures, furnishings and equipment which might be under consideration for incorporation into the Work.
 - ☐ Interior design and related services including procurement and placement of furniture, furnishings, artwork and decorations.
 - ☐ Services related to construction performed by the Owner.

- ☐ Design, coordination, management, expediting and other services supporting the procurement of materials to be obtained, or work to be performed, by the Owner including but not limited to telephone systems, computer wiring networks, sound systems, alarms, security systems and other specialty systems which are not a part of the Work.
- ☐ Estimates, proposals, appraisals, consultations, negotiations and services in connection with the repair or replacement of an insured loss.
- ☐ Services for tenant or rental spaces not a part of this Agreement.
- ☐ Finding housing for construction labor, and defining requirements for establishment and maintenance of such housing.
- ☐ Repairing, replacing, correcting or completing defective or incomplete Work that the Construction Manager has undertaken in place of a Trade Contractor.
- ☐ Obtaining soils, subsurface and environmental studies, reports and investigations required for submission to governmental authorities or others having jurisdiction over the Project.
- ☐ Services requested by the Owner or required by the Work which are not specified in the Contract Documents and which are not normally part of generally accepted construction management practice.
- ☐ Serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project.
- ☐ Providing services relating to Hazardous Material discovered at the Worksite.

☒ Other services:

CM Services Personnel	\$28,198.00
Reimbursables	<u>\$322.92</u>
Total	\$28,520.92

6. Per Paragraph 3.4 of the Agreement, the Construction Manager's authorized representative is Pat Geary, Construction Manager.
7. Per Paragraph 4.2 of the Agreement, the Owner's authorized representative is Jennifer Kleene, Owner's Representative.
8. Per Paragraph 7.2 of the Agreement, the Owner shall pay the Construction Manager an initial non-refundable payment of \$0.00 upon the execution of this Agreement. This initial payment, if any, is the minimum payment to the Construction Manager under this Agreement. The initial payment shall be credited against the Fee at the conclusion of the services.
9. Per Paragraph 7.3 of the Agreement, for services performed during the construction phase, the Owner shall pay the Construction Manager a Fee of \$28,520.92. Unless otherwise provided, the Fee shall be paid monthly, in amounts which are proportionate to the ratio the monthly payment for the cost of the Work bears to the total estimated cost of the Work.
10. Per Paragraph 7.4 of the Agreement, if the Construction Manager provides General Conditions Items pursuant to Subparagraph 2.4.11, the Owner shall pay the Construction Manager for such services an amount not to exceed \$0.00 .
11. Per Article 8 of the Agreement, reimbursable costs are limited to the following particular items and expenses:
\$322.92

12. Per Article 10.2.6 of the Agreement, the Construction Manager shall purchase the following additional insurance:
- None.
13. Per Paragraph 12.3 of the Agreement, the Parties agree that the dispute mitigation procedure shall be:
☒ Project Neutral, or ☐ Dispute Review Board, or ☐ None.
14. Per Article 12, if the matter remains unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected herein.
- ☐ Arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association or the Parties may mutually agree to select another set of arbitration rules. The administration of the arbitration shall be as mutually agreed by the Parties.
- ☒ Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

This Exhibit " 076CA " to the Agreement is hereby executed and effective upon the date written below.

Construction
Manager:

Story Construction

By:

DocuSigned by:
Pat Geary
2D1D1AA7778A49F...

(Authorized Representative)

Name: Pat Geary
Title: Chief Operating Officer
Date: 9/17/2020

Owner:

State of Iowa - DAS

By:

DocuSigned by:
Charlee Cross
194BFD3955629489
(Authorized Representative)

Name: Charlee Cross
Title: Division Director, Division of Business and Property Services
Date: 9/17/2020



State of Iowa - Department of Administrative Services
109 SE 13th St.
Des Moines, Iowa 50319
Phone: (515) 281-7260

Contract TC-9181.05-005

Project: 9181.00-.05 - DHS WRC Storm Repairs
1251 334th Street
Woodward, Iowa 50276

Black Hawk Roof Company - 3 Cottage Roofs

DATE CREATED:	09/25/2020		
CONTRACT COMPANY:	Black Hawk Roof Company 619 East 19th Street Cedar Falls, Iowa 50613	CREATED BY:	Sam Vorrie (Story Construction)
DEFAULT RETAINAGE:	5.0%		
RFP/B#:	Emergency	OBJECT CODE:	9255
COMMODITY CODE:	912	SHIP TO CODE:	564-Woodward
BILL TO CODE:	033	ACTIVITY CODE:	BRUM
VENDOR NUMBER:	00002120676	PO #:	PO 33521286500

DESCRIPTION:

Roof replacement for three cottages: 105 Franklin St., 202 Pine St., and 105 Cherry Ln.

#	SUB JOBS	COST CODE	DESCRIPTION	TYPE	AMOUNT
1	9181.05 3 Cottage Roof Storm Repairs	00-06 - Construction BRUM	9181.05 108 Franklin Roof Replacement	MM21	\$ 49,226.00
2	9181.05 3 Cottage Roof Storm Repairs	00-06 - Construction BRUM	9181.05 202 Pine Roof Replacement	MM21	\$ 49,226.00
3	9181.05 3 Cottage Roof Storm Repairs	00-06 - Construction BRUM	9181.05 105 Cherry Roof Replacement	MM21	\$ 57,493.00
Grand Total:					\$ 155,945.00

CONTRACT TYPE: Consensus 802

DISPUTE MITIGATION PROCEDURE	Project Neutral	BINDING DISPUTE RESOLUTION	Litigation
2.6: DESIGN PROFESSIONAL EXCEPTIONS	No exceptions.		
3.10.3: TRADE CONTRACTOR'S WORKSITE SAFETY REPRESENTATIVE	Paul Herron	3.13.6: CONSTRUCTION DOCUMENTATION	Final marked up as-built drawings
6.1.2: DAYS TO SUBSTANTIAL COMPLETION	30	6.1.2: DAYS TO FINAL COMPLETION	30
6.5.1: SUBSTANTIAL COMPLETION LIQUIDATED DAMAGES	Shall Not	6.5.1.1: SUBSTANTIAL COMPLETION LIQUIDATED DAMAGES	\$0.00
6.5.2: FINAL COMPLETION LIQUIDATED DAMAGES	Shall Not	6.5.2.1: FINAL COMPLETION LIQUIDATED DAMAGES	\$0.00
7.1: LUMP SUM ADDITIONAL INFORMATION			
Lump sum price includes base quote of \$155,945.00 and no alternates for a total Lump Sum Price of \$155,945.00.			
8.3.1.3: OVERHEAD	10	8.3.1.3: PROFIT	5
10.1.4: ADJACENT PROPERTY INDEMNIFICATION	\$0.00	10.2.5.1: ADDITIONAL LIABILITY INSURANCE	Shall
10.8 BONDS AND PAYMENT BONDS	Are		



Contract
TC-9181.05-005

ConsensusDocs 802

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND TRADE CONTRACTOR

(Where the Construction Manager Is the Owner's Agent)



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This Agreement has important legal and insurance consequences. Consultations with an attorney and with insurance and surety consultants are encouraged with respect to its completion or modification. Notes indicate where information is to be inserted to complete this Agreement.



ARTICLE 1 AGREEMENT

This Trade Contractor Agreement is made effective as of the 10/12/2020, by and between the

OWNER

State of Iowa - DAS, Department of Administrative Services ("DAS"). DAS's principal office is located: 109 SE 13th Street, Des Moines, Iowa, 50319-0120.

TRADE CONTRACTOR

Black Hawk Roof Company
619 East 19th Street
Cedar Falls, Iowa 50613

for work in connection with the following

PROJECT

9181.00-.05 -DHS WRC Storm Repairs

The CONSTRUCTION MANAGER is

Story Construction
2810 Wakefield Circle
Ames, Iowa 50010

The DESIGN PROFESSIONAL for the Project is

Genesis Architectural Design
939 Office Park Road, Suite 101
West Des Moines, Iowa 50265

ARTICLE 2 GENERAL PROVISIONS

2.1 RELATIONSHIP OF PARTIES The Owner and the Trade Contractor agree to proceed with this Agreement on the basis of mutual trust, good faith and fair dealing and shall cooperate with each other and with the Construction Manager and Design Professional in furthering the Owner's interests. The Trade Contractor shall use its diligent efforts to perform the work in an expeditious manner consistent with the Trade Contract Documents. The Owner and the Trade Contractor will endeavor to promote harmony and cooperation among all Project participants.

2.1.1 The Owner and the Trade Contractor shall perform their obligations with integrity, ensuring at a minimum that

2.1.1.1 conflicts of interest shall be avoided or disclosed promptly to the other Party; and

2.1.1.2 the Trade Contractor and the Owner warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, Subcontractors or others for whom they may be liable, to secure preferential treatment.

2.2 PROJECT ORGANIZATION This Agreement is for the performance of work described herein in connection with the construction of the Project. The Owner also may enter into separate agreements with other trade contractors for other portions of the Project. The Owner has entered or will enter into a Construction Management Agreement with the Construction Manager, and a design agreement with the Design Professional.

2.3 INDEPENDENT CONTRACTOR The Trade Contractor represents that it is an independent contractor and that its performance of the Trade Contract Work it shall act as an independent contractor. Neither Trade Contractor nor any of its agents or employees shall act on behalf of the Owner except as provided in this Agreement or unless authorized in writing by the Owner.



2.4 CONSTRUCTION MANAGER IS OWNER'S AGENT The Construction Manager will represent the Owner as its agent in the administration and management of this Agreement. Any instructions, reviews, approvals, orders or directions given to the Trade Contractor by the Construction Manager will be given on behalf of and as agent for the Owner. The Trade Contractor shall be obligated to respond or perform as if the same were given directly by the Owner. The Trade Contractor shall communicate and provide all requests and concerns regarding the Trade Contract Work to the Construction Manager. The Trade Contractor shall provide copies to the Construction Manager of all notices to the Owner required by and regarding this Agreement.

2.5 CONSTRUCTION MANAGER NOT IN PRIVITY WITH TRADE CONTRACTOR This Agreement shall not give the Trade Contractor any claim or right of action against the Construction Manager. The Trade Contractor and its subcontractors shall not be beneficiaries of any obligations of the Construction Manager. This Agreement shall not create a contractual relationship between any parties except the Owner and the Trade Contractor.

2.5A NO THIRD-PARTY BENEFICIARY There are no third-party beneficiaries of this Agreement.

2.6 DESIGN PROFESSIONAL The Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work, except the following:

No exceptions.

The Trade Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering except as otherwise provided in section 3.15.

2.6.1 The Owner shall obtain from the Design Professional either a license for Trade Contractor and Subcontractors to use the design documents prepared by the Design Professional or ownership of the copyrights for such design documents, and shall defend, indemnify and hold harmless the Trade Contractor against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents. To the extent portions of this paragraph are in conflict with SF 396 (codified at Iowa Code Section 537A.5) said portions are void and unenforceable.

2.7 EXTENT OF AGREEMENT This Agreement is solely for the benefit of the Parties, represents the entire integrated agreement between the Parties, and supersedes all prior negotiations, representations and agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Owner and the Trade Contractor and not for the benefit of any third party except to the extent expressly provided in this Agreement. In the event of conflict between this Agreement and any of the Exhibits or any other documents incorporated into this Agreement, the terms and provisions of this Agreement shall control.

2.8 DEFINITIONS

2.8.1 Agreement means this ConsensusDocs 802 Standard Form of Agreement Between Owner and Trade Contractor (Where the Construction Manager is the Owner's Agent), as modified by the Parties, and Exhibits and Attachments made part of this Agreement upon its execution.

2.8.2 Design Professional means the Architect, Design Professional or Engineer identified in ARTICLE 1 and its consultants, retained by Owner to perform design services for the Project, and licensed in the State in which the Project is located. The use of the term Design Professional in this Agreement is for convenience and is not intended to imply or infer that the individual or entity named in ARTICLE 1 will provide design professional services in a discipline in which it is not licensed.

2.8.3 Construction Manager means the Construction Manager identified in ARTICLE 1 and its authorized representative.

2.8.4 The Construction Schedule is the document initially prepared by and updated by the Construction Manager and approved by the Owner that indicates proposed activity sequences, durations, or milestone dates



for such activities as receipt and approval of pertinent information, issuance of the Construction Documents, the preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements and estimated dates of Substantial Completion and Final Completion of the Project.

2.8.5 The term Day shall mean calendar day unless otherwise specifically defined.

2.8.6 Final Completion occurs on the date when the Trade Contractor's obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable, as established in ARTICLE 6. This date shall be confirmed by a Certificate of Final Completion signed by the Owner and the Trade Contractor.

2.8.7 A Hazardous Material is any substance or material identified now or in the future as toxic or hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal or clean-up.

2.8.8 A Material Supplier is a person or entity retained by the Trade Contractor to provide material or equipment for the Trade Contract Work. This definition is not intended to, and shall not be interpreted to, expand or modify the definition(s) of materials or material suppliers contained in Iowa Code Chapter 573.

2.8.9 Others means other contractors, material suppliers, and persons at the Worksite who are not employed by the Trade Contractor or Subcontractors.

2.8.10 The term Overhead shall mean a) payroll costs and other compensation of Trade Contractor employees in the Trade Contractor's principal and branch offices; b) general and administrative expenses of the Trade Contractor's principal and branch offices including deductibles paid on any insurance policy and c) the Trade Contractor's capital expenses, including interest on capital used for the Work.

2.8.11 Owner is the person or entity identified in ARTICLE 1 as Owner, and includes the Owner's representative.

2.8.12 The Project, as identified in ARTICLE 1, is the building, facility or other improvements for which the Trade Contractor is to perform the Trade Contract Work.

2.8.13 A Subcontractor is a person or entity retained by the Trade Contractor as an independent contractor to provide the labor, materials, equipment or services necessary to complete a specific portion of the Work. This definition is not intended to, and shall not be interpreted to, expand or modify the definition(s) of materials or material suppliers contained in Iowa Code Chapter 573.

2.8.14 2.8.14 Per Iowa Code Section 26.13, "substantially completed" means the first date on which any of the following occurs: (1) Completion of the Project (or Trade Contract Work, in the case of the multiple Trade Contractors) or when the Project (or Trade Contract Work in the case of multiple Trade Contractors) has been substantially completed in general accordance with the terms and provisions of the contract. (2) The work on the Project (or Trade Contract Work in the case of multiple Trade Contractors) or on the designated portion is substantially completed in general accordance with the terms of the contract so that the State Iowa can occupy or utilize the Project or designated portion of the Project for its intended purpose. 3) The Project (or Trade Contract Work in the case of multiple Trade Contractors) is certified as having been substantially completed by either of the following: (a) the architect or engineer authorized to make such certification (which is defined in this Agreement as the Design Professional). (b) The authorized contract representative (which is defined in this Agreement as the Owner's Representative). (4) The State of Iowa is occupying or utilizing the Project (or Trade Contract Work in the case of multiple Trade Contractors) for its intended purpose. This subparagraph shall not apply to highway, bridge, or culvert projects.



2.8.15 Terrorism means a violent act, or an act that is dangerous to human life, property or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.8.16 A Trade Contract Change Order is a written order signed by the Owner and the Trade Contractor after execution of this Agreement, indicating changes in the scope of the Trade Contract Work, the Trade Contract Price or Trade Contract Time, including substitutions proposed by the Trade Contractor and accepted by the Owner. Trade Contract Change Orders shall be executed using the ConsensusDOCS 813 Trade Contract Change Order (CM as Owner's Agent) form document with exhibits attached as necessary.

2.8.17 The Trade Contract Documents consist of this Agreement (as modified), the drawings, specifications, addenda issued prior to execution of this Agreement, approved submittals, information furnished by the Owner under subsection 4.1.3, the bid documents, other documents listed in this Agreement and any modifications issued after execution.

2.8.18 The Trade Contract Price is the amount indicated in section 7.1 of this Agreement.

2.8.19 The Trade Contract Time is the period between the Date of Commencement and Final Completion.

2.8.20 Trade Contract Work means the construction and services provided by the Trade Contractor.

2.8.20.1 Changed Work means work that is different from the original scope of Trade Contract Work; or work that changes the Trade Contract Price or Trade Contract Time.

2.8.20.2 Defective Work is any portion of the Trade Contract Work that is not in conformance with the Trade Contract Documents.

2.8.21 The Trade Contractor is the person or entity identified in ARTICLE 1 and includes the Trade Contractor's Representative.

2.8.22 The term Work means the construction and services necessary or incidental to fulfill the Trade Contractors' obligations for the Project. The Work may refer to the whole Project or only a part of the Project.

2.8.23 Worksite means the geographical area at the location of the Project as identified in ARTICLE 1 where the Trade Contract Work is to be performed.

ARTICLE 3 TRADE CONTRACTOR'S OBLIGATIONS

3.1 GENERAL RESPONSIBILITIES

3.1.1 RESPONSIBILITIES The Trade Contractor shall provide all of the labor, materials, equipment and services necessary to complete the Trade Contract Work, all of which shall be provided in full accord with or as reasonably inferable from the Trade Contract Documents as being necessary to produce the indicated results.

3.1.2 The Trade Contractor shall be responsible for the supervision and coordination of the Trade Contract Work, including the construction means, methods, techniques, sequences and procedures utilized, unless the Trade Contract Documents give other specific instructions. In such case, the Trade Contractor shall not be liable to the Owner for damages resulting from compliance with such instructions unless the Trade Contractor recognized and failed to timely report to the Owner any error, inconsistency, omission or unsafe practice that it discovered in the specified construction means, methods, techniques, safety, sequences or procedures.

3.1.3 The Trade Contractor shall perform Trade Contract Work only within locations allowed by the Trade Contract Documents, applicable permits and applicable local law.



3.2 COOPERATION WITH WORK OF OWNER AND OTHERS

3.2.1 The Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, coordination, interference, clean up and safety which are substantively the same as the corresponding provisions of this Agreement.

3.2.2 In the event that the Owner elects to perform work at the Worksite directly or by Others, the Trade Contractor and the Owner shall, with the assistance of the Construction Manager, coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. The Owner shall require each separate contractor to cooperate with the Trade Contractor and assist with the coordination of activities and the review of construction schedules and operations. The Trade Contract Price and Trade Contract Time shall be equitably adjusted, as mutually agreed by the Parties, for subsequent changes made necessary by the coordination of construction activities, and the Trade Contractor's construction schedule and the Construction Schedule shall be revised accordingly. The Trade Contractor, Owner and Others shall adhere to the revised Construction Schedule until it may subsequently be revised.

3.2.3 With regard to the work of the Owner and Others, the Trade Contractor shall (a) proceed with the Trade Contract Work in a manner which does not hinder, delay or interfere with the work of the Owner or Others or cause the work of the Owner or Others to become defective, (b) afford the Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities, and (c) coordinate the Trade Contractor's construction and operations with theirs as required by this section.

3.2.4 Before proceeding with any portion of the Trade Contract Work affected by the construction or operations of the Owner or Others, the Trade Contractor shall give the Owner and Construction Manager prompt written notification of any defects the Trade Contractor discovers in their work which will prevent the proper execution of the Trade Contract Work. The Trade Contractor's obligations in this section do not create a responsibility for the work of the Owner or Others, but are for the purpose of facilitating the Trade Contract Work. If the Trade Contractor does not notify the Owner and Construction Manager of patent defects interfering with the performance of the Trade Contract Work, the Trade Contractor acknowledges that the work of the Owner or Others is not defective and is acceptable for the proper execution of the Trade Contract Work. Following receipt of written notice from the Trade Contractor of defects, the Owner, through the Construction Manager, shall promptly inform the Trade Contractor what action, if any, the Trade Contractor shall take with regard to the defects.

3.3 RESPONSIBILITY FOR PERFORMANCE

3.3.1 In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Trade Contract Documents, prior to commencing the Work the Trade Contractor shall examine and compare the drawings and specifications with information furnished by the Owner pursuant to subsection 4.1.3, relevant field measurements made by the Trade Contractor and any visible conditions at the Worksite affecting the Trade Contract Work.

3.3.2 If in the course of the performance of the obligations in subsection 3.3.1 the Trade Contractor discovers any errors, omissions or inconsistencies in the Contract Documents, the Trade Contractor shall promptly report them to the Owner and Construction Manager. It is recognized, however, that the Trade Contractor is not acting in the capacity of a licensed design professional, and that the Trade Contractor's examination is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions or inconsistencies or to ascertain compliance with applicable laws, building codes or regulations. Following receipt of written notice from the Trade Contractor of defects, the Owner shall promptly inform the Trade Contractor what action, if any, the Trade Contractor shall take with regard to the defects.



3.3.3 The Trade Contractor shall have no liability for errors, omissions or inconsistencies discovered under subsections 3.3.1 and 3.3.2 unless the Trade Contractor fails to report a recognized problem to the Owner and Construction Manager.

3.3.4 The Trade Contractor may be entitled to additional costs or time if there are changes in the scope of the Trade Contract Work that increase the cost of the Work or increase the number of days required to perform the Work, respectively, because of clarifications or instructions arising out of the Trade Contractor's reports described in the three preceding Subsections.

3.4 CONSTRUCTION PERSONNEL AND SUPERVISION

3.4.1 The Trade Contractor shall provide competent supervision for the performance of the Trade Contract Work. Before commencing the Trade Contract Work, Trade Contractor shall notify Owner and Construction Manager in writing of the name and qualifications of its proposed superintendent(s) and project manager so Owner and Construction Manager may review the individual's qualifications. If, for reasonable cause, the Owner or Construction Manager refuses to approve the individual, or withdraws its approval after once giving it, Trade Contractor shall name a different superintendent or project manager for Owner's and Construction Manager's review. Any disapproved superintendent shall not perform in that capacity thereafter at the Worksite.

3.4.2 The Trade Contractor shall be responsible to the Owner for acts or omissions of parties or entities performing portions of the Trade Contract Work for or on behalf of the Trade Contractor or any of its Subcontractors.

3.4.3 The Trade Contractor shall permit only qualified persons to perform the Trade Contract Work. The Trade Contractor shall enforce safety procedures, strict discipline and good order among persons performing the Trade Contract Work. If the Owner or Construction Manager determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned work, the Trade Contractor shall immediately reassign the person on receipt of the Owner's or Construction Manager's written notice to do so.

3.4.4 **TRADE CONTRACTOR'S REPRESENTATIVE** The Trade Contractor's authorized representative is .The Trade Contractor's representative shall possess full authority to receive instructions from the Owner and to act on those instructions. The Trade Contractor shall notify the Owner and the Construction Manager in writing of a change in the designation of the Trade Contractor's representative. The Trade Contractor's representative is also authorized to bind the Trade Contractor in all matters relating to this Agreement including, without limitation, all matters requiring the Trade Contractor's approval, authorization, or written notice. The Trade Contractor's representative is also authorized to resolve disputes in accordance with Section 12.2 of this Agreement.

3.5 MATERIALS FURNISHED BY THE OWNER OR OTHERS

3.5.1 In the event the Trade Contract Work includes installation of materials or equipment furnished by the Owner or Others, it shall be the responsibility of the Trade Contractor to examine the items so provided and thereupon handle, store and install the items, unless otherwise provided in the Trade Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of the Trade Contractor shall be the responsibility of the Trade Contractor and may be deducted from any amounts due or to become due the Trade Contractor. Any defects discovered in such materials or equipment shall be reported at once to the Owner and Construction Manager. Following receipt of written notice from the Trade Contractor of defects, the Owner shall promptly inform the Trade Contractor what action, if any, the Trade Contractor shall take with regard to the defects.

3.6 TESTS AND INSPECTIONS

3.6.1 The Trade Contractor shall schedule all required tests, approvals and inspections of the Trade Contract Work or portions thereof at appropriate times so as not to delay the progress of the Trade Contract Work or other work related to the Project. The Trade Contractor shall give proper notice to the Construction Manager



and to all required parties of such tests, approvals and inspections. If feasible, the Owner and Others may timely observe the tests at the normal place of testing. Except as provided in subsection 3.6.3, the Owner shall bear all expenses associated with tests, inspections and approvals required by the Trade Contract Documents, which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by the Owner. Unless otherwise required by the Trade Contract Documents, required certificates of testing, approval or inspection shall be secured by the Trade Contractor and promptly delivered to the Owner and Construction Manager.

3.6.2 If the Owner, Construction Manager or appropriate authorities determine that tests, inspections or approvals in addition to those required by the Trade Contract Documents will be necessary, the Trade Contractor shall arrange for the procedures and give timely notice to the Owner, Construction Manager and Others who may observe the procedures. Costs of the additional tests, inspections or approvals are at the Owner's expense except as provided in subsection 3.6.3.

3.6.3 If the procedures described in subsections 3.6.1 and 3.6.2 indicate that portions of the Trade Contract Work fail to comply with the Trade Contract Documents, the Trade Contractor shall be responsible for costs of correction and retesting.

3.7 WARRANTY

3.7.1 The Trade Contract Work shall be executed in accordance with the Trade Contract Documents in a workmanlike manner. The Trade Contractor warrants that all materials and equipment shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Trade Contract Work and shall be new unless otherwise specified, of good quality, in conformance with the Trade Contract Documents, and free from defective workmanship and materials. At the Owner's or Construction Manager's request, the Trade Contractor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. The Trade Contractor further warrants that the Trade Contract Work shall be free from material defects not intrinsic in the design or materials required in the Trade Contract Documents. The Trade Contractor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the Owner or Others, or abuse. The Trade Contractor's warranty pursuant to this section shall commence on the Date of Substantial Completion.

3.7.2 The Trade Contractor shall obtain from its Subcontractors and material suppliers any special or extended warranties required by the Trade Contract Documents. All such warranties shall be listed in an attached Exhibit to this Agreement.

3.8 CORRECTION OF TRADE CONTRACT WORK WITHIN ONE YEAR

3.8.1 If, prior to Substantial Completion and within one year after the date of Substantial Completion of the Trade Contract Work, any Defective Work is found, the Owner shall promptly notify the Trade Contractor in writing. Unless the Owner provides written acceptance of the condition, the Trade Contractor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period the Owner discovers and does not promptly notify the Trade Contractor or give the Trade Contractor an opportunity to test or correct Defective Work as reasonably requested by the Trade Contractor, the Owner waives the Trade Contractor's obligation to correct that Defective Work as well as the Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.8.2 With respect to any portion of Trade Contract Work first performed after Substantial Completion, the one-year correction period shall be extended by the period of time between Substantial Completion and the actual performance of the later Trade Contract Work. Correction periods shall not be extended by corrective work performed by the Trade Contractor.



3.8.3 If the Trade Contractor fails to correct Defective Work within a reasonable time after receipt of written notice from the Owner prior to final payment, the Owner may correct it in accordance with the Owner's right to carry out the Trade Contract Work in section 11.2. In such case, an appropriate Trade Contract Change Order shall be issued deducting the cost of correcting such deficiencies from payments then or thereafter due the Trade Contractor. If payments then or thereafter due Trade Contractor are not sufficient to cover such amounts, the Trade Contractor shall pay the difference to the Owner.

3.8.4 If after the one-year correction period but before the applicable limitation period the Owner discovers any Defective Work, the Owner shall, unless the Defective Work requires emergency correction, promptly notify the Trade Contractor. If the Trade Contractor elects to correct the Defective Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from the Owner. The Trade Contractor shall complete the correction of Defective Work within a time frame mutually agreed upon by the Trade Contractor and the Owner. If the Trade Contractor does not elect to correct the Defective Work, the Owner may have the Defective Work corrected by itself or Others and charge the Trade Contractor for the reasonable cost of the correction and other directly related expenses. Owner shall provide Trade Contractor with an accounting of correction costs it incurs.

3.8.5 If the Trade Contractor's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing buildings, the Trade Contractor shall be responsible for the cost of correcting the destroyed or damaged property.

3.8.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of the Trade Contractor's other obligations under the Trade Contract Documents.

3.8.7 Prior to final payment, at the Owner's option and with the Trade Contractor's agreement, the Owner may elect to accept Defective Work rather than require its removal and correction. In such case the Contract Price shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work. Before the Owner accepts any such change it must be documented in writing with a Change Order signed by both the Trade Contractor and Owner.

3.9 CORRECTION OF COVERED TRADE CONTRACT WORK

3.9.1 On request of the Owner or Construction Manager, Trade Contract Work that has been covered without a requirement that it be inspected prior to being covered may be uncovered for the Owner's or Construction Manager's inspection. The Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Trade Contract Documents, or if the defective condition was caused by the Owner or Others. If the uncovered Trade Contract Work proves to be defective, the Trade Contractor shall pay the costs of uncovering and replacement.

3.9.2 If contrary to specific requirements in the Trade Contract Documents or contrary to a specific request from the Owner or Construction Manager, a portion of the Trade Contract Work is covered, the Owner or Construction Manager, by written request, may require the Trade Contractor to uncover the Trade Contract Work for the Owner's or Construction Manager's observation. In this circumstance the Trade Contract Work shall be uncovered and recovered at the Trade Contractor's expense and with no adjustment to the Trade Contract Time. Costs incurred by the Owner as a direct result of the above shall be deducted from the Trade Contract Price.

3.10 SAFETY OF PERSONS AND PROPERTY

3.10.1 SAFETY PRECAUTIONS AND PROGRAMS The Trade Contractor shall have overall responsibility for safety precautions and programs in the performance of the Trade Contract Work. While this section establishes the responsibility for safety between the Owner and Trade Contractor, it does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of applicable laws and regulations.



3.10.2 The Trade Contractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

3.10.2.1 its employees and other persons at the Worksite;

3.10.2.2 materials and equipment stored at on-site or off-site locations for use in the Trade Contract Work; and

3.10.2.3 property located at the site and adjacent to Trade Contract Work areas, whether or not the property is part of the Trade Contract Work.

3.10.3 TRADE CONTRACTOR'S SAFETY REPRESENTATIVE The Trade Contractor's Worksite Safety Representative is Paul Herron who shall act as the Trade Contractor's authorized safety representative with a duty to prevent accidents in accordance with subsection 3.10.2 If no individual is identified in this section, the authorized safety representative shall be the Trade Contractor's Representative. The Trade Contractor shall report immediately in writing to the Owner and Construction Manager all recordable accidents and injuries occurring at the Worksite. When the Trade Contractor is required to file an accident report with a public authority, the Trade Contractor shall furnish a copy of the report to the Owner and Construction Manager.

3.10.4 The Trade Contractor shall provide the Owner and Construction Manager with copies of all notices required of the Trade Contractor by law or regulation. The Trade Contractor's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

3.10.5 Damage or loss not insured under property insurance which may arise from the Trade Contract Work, to the extent caused by the negligent acts or omissions of the Trade Contractor, or anyone for whose acts the Trade Contractor may be liable, shall be promptly remedied by the Trade Contractor.

3.10.6 If the Owner or Construction Manager deems any part of the Trade Contract Work or Worksite unsafe, the Owner or Construction Manager, without assuming responsibility for the Trade Contractor's safety program, may require the Trade Contractor to stop performance of the Trade Contract Work or take corrective measures satisfactory to the Owner, or both. If the Trade Contractor does not adopt corrective measures, the Owner may perform them and deduct their cost from the Trade Contract Price. The Trade Contractor agrees to make no claim for damages, for an increase in the Trade Contract Price or for a change in the Trade Contract Time based on the Trade Contractor's compliance with the Owner's or Construction Manager's reasonable request.

3.11 EMERGENCIES

3.11.1 In an emergency, the Trade Contractor shall act in a reasonable manner to prevent personal injury or property damage. Any change in the Trade Contract Price or Trade Contract Time resulting from the actions of the Trade Contractor in an emergency situation shall be determined as provided in ARTICLE 8.

3.12 HAZARDOUS MATERIALS

3.12.1 The Trade Contractor shall not be obligated to commence or continue Trade Contract Work until any Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency.

3.12.2 If after the commencement of the Trade Contract Work a Hazardous Material is discovered at the Worksite, the Trade Contractor shall be entitled to immediately stop Trade Contract Work in the affected area. The Trade Contractor shall report the condition to the Owner, the Construction Manager, and, if required, the government agency with jurisdiction.

3.12.3 The Trade Contractor shall not be required to perform any Trade Contract Work relating to or in the area of Hazardous Material without written mutual agreement.



3.12.4 The Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the Hazardous Material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of the Owner, and shall be performed in a manner minimizing any adverse effects upon the Trade Contract Work. The Trade Contractor shall resume Trade Contract Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.12.5 If the Trade Contractor incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the Trade Contractor shall be entitled to an equitable adjustment in the Trade Contract Price or the Trade Contract Time.

3.12.6 To the extent not caused by the negligent acts or omissions of the Trade Contractor, its Subcontractors and Sub-subcontractors, and the agents, officers, directors and employees of each of them, the Owner shall defend, indemnify and hold harmless the Trade Contractor, its Subcontractors and Sub-subcontractors, and the agents, officers, directors and employees of each of them, from and against any and all direct claims, damages, losses, costs and expenses, including but not limited to attorney's fees, costs and expenses incurred in connection with any dispute resolution process, to the extent permitted pursuant to section 6.6, arising out of or relating to the performance of the Trade Contract Work in any area affected by Hazardous Material. To the extent portions of this paragraph are in conflict with SF 396 (codified at Iowa Code Section 537A. 5) said portions are void and unenforceable.

3.12.7 MATERIALS BROUGHT TO THE WORKSITE

3.12.7.1 Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Trade Contract Work, whether obtained by the Trade Contractor, Subcontractors, the Owner or Others, shall be maintained at the Worksite by the Trade Contractor and made available to the Owner, Construction Manager, Subcontractors and Others.

3.12.7.2 The Trade Contractor shall be responsible for the proper delivery, handling, application, storage, removal and disposal of all materials and substances brought to the Worksite by the Trade Contractor in accordance with the Trade Contract Documents and used or consumed in the performance of the Trade Contract Work.

3.12.7.3 The Trade Contractor shall indemnify and hold harmless the Owner, Construction Manager, their agents, officers, directors and employees, from and against any and all claims, damages, losses, costs and expenses, including but not limited to attorney's fees, costs and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to the delivery, handling, application, storage, removal and disposal of all materials and substances brought to the Worksite by the Trade Contractor in accordance or not in accordance with the Trade Contract Documents. To the extent portions of this paragraph are in conflict with SF 396 (codified at Iowa Code Section 537A.5) said portions are void and unenforceable.

3.12.8 The terms of this section shall survive the completion of the Trade Work or any termination of this Agreement.

3.13 SUBMITTALS

3.13.1 The Trade Contractor shall submit to the Construction Manager, and the Design Professional, for review and approval all shop drawings, samples, product data and similar submittals required by the Trade Contract Documents. Submittals may be submitted in electronic form if required in accordance with ConsensusDocs 200.2 and subsection 4.4.1. The Trade Contractor shall be responsible to the Owner for the accuracy and conformity of its submittals to the Trade Contract Documents. The Trade Contractor shall prepare and deliver its submittals in a manner consistent with the Construction Schedule and in such time and sequence so as not



to delay the performance of the Trade Contract Work or the work of the Owner and Others. When the Trade Contractor delivers its submittals the Trade Contractor shall identify in writing for each submittal all changes, deviations or substitutions from the requirements of the Trade Contract Documents. The review and approval of any Trade Contractor submittal shall not be deemed to authorize changes, deviations or substitutions from the requirements of the Trade Contract Documents unless express written approval is obtained from the Owner specifically authorizing such deviation, substitution or change. To the extent a change, deviation or substitution causes an impact to the Contract Price or Contract Time, such approval shall be promptly memorialized in a Change Order. Further, the Construction Manager and Design Professional shall not make any change, deviation or substitution through the submittal process without specifically identifying and authorizing such deviation to the Trade Contractor. In the event that the Trade Contract Documents do not contain submittal requirements pertaining to the Trade Contract Work, the Trade Contractor agrees upon request to submit in a timely fashion to the Construction Manager and the Design Professional for review and approval any shop drawings, samples, product data, manufacturers' literature or similar submittals as may reasonably be required by the Owner, Construction Manager, or Design Professional.

3.13.2 The Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

3.13.3 The Trade Contractor shall perform all Trade Contract Work strictly in accordance with approved submittals. Approval of shop drawings is not authorization to Trade Contractor to perform Changed Work, unless the procedures of ARTICLE 8 are followed. Approval does not relieve the Trade Contractor from responsibility for Defective Work resulting from errors or omissions of any kind on the approved Shop Drawings.

3.13.4 Record copies of the following, incorporating field changes and selections made during construction, shall be maintained by the Trade Contractor at the Project site and available to the Owner upon request: drawings, specifications, addenda, Trade Contract Change Order and other modifications, and required submittals including product data, samples and shop drawings.

3.13.5 No substitutions shall be made in the Trade Contract Work unless permitted in the Trade Contract Documents and then only after the Trade Contractor obtains approvals required under the Trade Contract Documents for substitutions. All such substitutions shall be promptly memorialized in a Change Order no later than seven (7) Days following approval by the Owner and, if applicable, provide for an adjustment in the Contract Price or Contract Time.

3.13.6 The Trade Contractor shall prepare and submit to the Construction Manager for submission to the Owner

(Check one only)

☒ final marked up as-built drawings

☐ updated electronic data, in accordance with ConsensusDocs 200.2 and section 4.4.1

☐ such documentation as defined by the Parties by attachment to this Agreement,

in general documenting how the various elements of the Trade Contract Work were actually constructed or installed.

3.14 PROFESSIONAL SERVICES

3.14.1 The Trade Contractor may be required to procure professional services in order to carry out its responsibilities for construction means, methods, techniques, sequences and procedures for such services specifically called for by the Contract Documents. The Trade Contractor shall obtain these professional services



and any design certifications required from State of Iowa licensed design professionals. All drawings, specifications, calculations, certifications and submittals prepared by such design professionals shall bear the signature and seal of such design professionals and the Owner and the Design Professional shall be entitled to rely upon the adequacy, accuracy and completeness of such design services. If professional services are specifically required by the Contract Documents, the Owner shall indicate all required performance and design criteria. The Trade Contractor shall not be responsible for the adequacy of such performance and design criteria. The Trade Contractor shall not be required to provide such services in violation of existing laws, rules and regulations in the jurisdiction where the Project is located.

3.15 WORKSITE CONDITIONS

3.15.1 WORKSITE VISIT The Trade Contractor acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Trade Contract Work.

3.15.2 CONCEALED OR UNKNOWN SITE CONDITIONS If the conditions at the Worksite are (a) subsurface or other concealed physical conditions which are materially different from those indicated in the Trade Contract Documents, or (b) unusual and unknown physical conditions which are materially different from conditions ordinarily encountered and generally recognized as inherent in Trade Contract Work provided for in the Trade Contract Documents, the Trade Contractor shall stop Trade Contract Work and give immediate written notice of the condition to the Owner, Construction Manager and the Design Professional. The Trade Contractor shall not be required to perform any work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or the Contract Time as a result of the unknown condition shall be determined as provided in this article. The Trade Contractor shall provide the Owner and the Construction Manager with written notice of any claim as a result of unknown conditions within the time period set forth in section 8.4.

3.16 PERMITS AND TAXES

3.16.1 Trade Contractor shall give public authorities all notices required by law and, except for permits and fees which are the responsibility of the Owner pursuant to section 4.2, shall obtain and pay for all necessary permits, licenses and renewals pertaining to the Trade Contract Work. Trade Contractor shall provide to Owner copies of all notices, permits, licenses and renewals required under this Agreement.

3.16.2 Trade Contractor shall pay all applicable taxes legally enacted when bids are received or negotiations concluded for the Trade Contract Work provided by the Trade Contractor.

3.16.3 The Contract Price or Contract Time shall be equitably adjusted by Trade Contract Change Order for additional costs resulting from any changes in laws, ordinances, rules and regulations enacted after the date of this Agreement, including increased taxes.

3.16.3 (Deleted)

3.17 CUTTING, FITTING AND PATCHING

3.17.1 The Trade Contractor shall perform cutting, fitting and patching necessary to coordinate the various parts of the Trade Contract Work and to prepare its Trade Contract Work for the work of the Owner or Others.

3.17.2 Cutting, patching or altering the work of the Owner or Others shall be done with the prior written approval of the Owner. Such approval shall not be unreasonably withheld.

3.18 CLEANING UP

3.18.1 The Trade Contractor shall regularly remove debris and waste materials at the Worksite resulting from the Trade Contract Work. Prior to discontinuing Trade Contract Work in an area, the Trade Contractor shall



clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. The Trade Contractor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Trade Contract Work, the Trade Contractor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials and debris.

3.18.2 If the Trade Contractor fails to commence compliance with cleanup duties within two (2) business Days after written notification from the Owner or the Construction Manager of noncompliance, the Owner may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due the Trade Contractor in the next payment period.

3.19 ACCESS TO TRADE CONTRACT WORK The Trade Contractor shall facilitate the access of the Owner, Construction Manager, Design Professional and Others to Trade Contract Work in progress.

3.20 COST MONITORING The Trade Contractor shall provide the Construction Manager with cost monitoring information appropriate for the manner of Trade Contractor's compensation, to enable the Construction Manager to develop and track construction and project budgets, including amounts for work in progress, uncompleted work and proposed changes.

3.21 ROYALTIES, PATENTS AND COPYRIGHTS The Trade Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Trade Contractor and incorporated in the Trade Contract Work. The Trade Contractor shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to indemnify and hold the Trade Contractor harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems specified by the Owner, Construction Manager and Design Professional. To the extent portions of this paragraph are in conflict with SF 396 (codified at Iowa Code Section 537A.5) said portions are void and unenforceable.

3.22 CONFIDENTIALITY The Owner shall treat as confidential information all of the Trade Contractor's estimating systems and historical and parameter cost data that may be disclosed to the Owner in connection with the performance of this Agreement if they are specified and marked as confidential and shall mark them. If a document is not marked as "Confidential" it will not be treated as such. Nothing contained herein, however, shall be interpreted in a manner that modifies or is in conflict with the purpose and application of the open records laws contained in the Code of Iowa.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION SERVICES

4.1.1 FULL INFORMATION Any information or services to be provided by the Owner shall be provided in a timely manner so as not to delay the Trade Contract Work.

4.1.2 FINANCIAL INFORMATION Upon the written request of the Trade Contractor, the Owner shall provide the Trade Contractor with evidence of Project financing. If requested in writing, evidence of such financing shall be a condition precedent to the Trade Contractor's commencing or continuing the Trade Contract Work. The Trade Contractor shall be notified by the Owner prior to any material change in Project financing.

4.1.3 WORKSITE INFORMATION Except to the extent that the Trade Contractor knows of any inaccuracy, the Trade Contractor is entitled to rely on Worksite information furnished by the Owner pursuant to this subsection. To the extent the Owner has obtained, or is required elsewhere in the Trade Contract Documents to obtain, the following Worksite information, the Owner shall provide at the Owner's expense and with reasonable promptness:



4.1.3.1 information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface conditions and environmental studies, reports and investigations;

4.1.3.2 tests, inspections and other reports dealing with environmental matters, Hazardous Material and other existing conditions, including structural, mechanical and chemical tests, required by the Trade Contract Documents or by law; and

4.1.3.3 any other information or services requested in writing by the Trade Contractor which are relevant to the Trade Contractor's performance of the Trade Contract Work and under the Owner's control. The information required by subsection 4.1.3 shall be provided in reasonable detail. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, alleys, and other features relevant to the Trade Contract Work. Utility details shall include available services, lines at the Worksite and adjacent and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by the Trade Contractor in laying out the Trade Contract Work. The Trade Contractor shall in writing request from the Owner any information identified in Paragraph 4.1.3 that the Trade Contractor believes the Owner has obtained but has not provided to the Trade Contractor.

4.1.3.4 OWNER'S REPRESENTATIVE The Owner's representative is Jennifer Kleene. The Owner's representative shall have authority to bind the Owner in all matters relating to this Agreement including, without limitation, all matters requiring the Owner's approval, authorization or written notice. If the Owner changes its representative as listed above, the Owner shall notify the Trade Contractor in advance in writing. The Owner's Representative is also authorized to resolve disputes in accordance with Section 12.2 of this Agreement. The Construction Manager, while unauthorized to modify the Agreement or settle a dispute without the Owner's approval, however, does have the requisite authority to act as the Owner's agent throughout the construction of the Project in accordance with the contract between the Owner and the Construction Manager (ConsensusDOCS 801 as modified by the State of Iowa).

4.2 BUILDING PERMIT, FEES AND APPROVALS Except for those permits and fees related to the Trade Contract Work which are the responsibility of the Trade Contractor pursuant to subsection 3.16.1, the Owner shall secure and pay for all other permits, approvals, easements, assessments and fees required for the development, construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

4.3 Deleted

4.4 TRADE CONTRACT DOCUMENTS Unless otherwise specified, Owner shall provide One (1) copies of the Trade Contract Documents to the Trade Contractor without cost. Additional copies will be provided to the Trade Contractor at cost. This paragraph is not intended to be in conflict with Iowa Code Section 26.3 requirement that a sufficient number of copies of the contract documents be made available to bidders without charge (but a deposit not to exceed \$250 per set may be required). If the Trade Contractor was required to make a deposit for a set of Trade Contract Documents for purposes of bidding then the Trade Contractor may elect to have the deposit returned instead of being provided with an additional copy.

4.4.1 DIGITIZED DOCUMENTS If the Owner requires that the Owner, Design Professional, Construction Manager and Trade Contractor exchange documents and data in electronic or digital form, prior to any such exchange, the Owner, Design Professional, Construction Manager and Trade Contractor shall agree on a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate Agreement, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software and services; (d) acceptable formats, transmission methods and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval



requirements. Except as otherwise agreed to by the Parties in writing, the Parties shall each bear their own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

4.5 OWNER'S CUTTING AND PATCHING Cutting, patching or altering the Trade Contract Work by the Owner or Others shall be done with the prior written approval of the Trade Contractor, which approval shall not be unreasonably withheld.

4.6 OWNER'S RIGHT TO CLEAN UP In case of a dispute between the Trade Contractor and Others with regard to respective responsibilities for cleaning up at the Worksite, the Owner may implement appropriate cleanup measures after two (2) business Days' notice and allocate the cost among those responsible during the following pay period.

4.7 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of the Owner or Others and not to the Trade Contractor, the Owner may either (a) promptly remedy the damage or loss or (b) accept the damage or loss. If the Trade Contractor incurs additional costs or is delayed due to such loss or damage, the Trade Contractor shall be entitled to an equitable adjustment in the Trade Contract Price or Trade Contract Time.

ARTICLE 5 SUBCONTRACTS

5.1 SUBCONTRACTORS The Trade Contract Work not performed by the Trade Contractor with its own forces shall be performed by Subcontractors.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE TRADE CONTRACT WORK

5.2.1 The Trade Contractor must identify all Subcontractors and suppliers within 48 hours of the published date and time for which bids must be submitted, in accordance with Iowa Code Section 8A.311, as amended by House File 646 in 2011. Subcontractors and suppliers may not be changed without the approval of the Owner. Requests for changing a Subcontractor or supplier must identify the reason for the proposed change, the name of the new Subcontractor or supplier, and the change in the subcontractor or supplier price as a result of the change. Any reduction in subcontractor or supplier price as a result of the change, if the change is approved by the Owner, shall be deducted from the Trade Contract Price via a deductive Change Order. Any such changes, if approved by the Owner, which result in an increase in the Trade Contract Price shall be borne by the Trade Contractor.

5.2.2 If the Owner has a reasonable objection to any proposed subcontractor or material supplier, the Owner shall notify the Trade Contractor in writing.

5.2.3 If the Owner has reasonably and promptly objected as provided in subsection 5.2.1, the Trade Contractor shall not contract with the proposed subcontractor or material supplier, and the Trade Contractor shall propose another Subcontractor acceptable to the Owner. To the extent the substitution results in an increase or decrease in the Trade Contract Price or Trade Contract Time, an appropriate Trade Contract Change Order shall be issued as provided in ARTICLE 8.

5.3 BINDING OF SUBCONTRACTORS The Trade Contractor agrees to bind every Subcontractor (and require every Subcontractor to so bind its subcontractors) to all the provisions of this Agreement and the Trade Contract Documents as they apply to the Subcontractor's portion of the Trade Contract Work.

5.4 Deleted



5.5 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.5.1 If this Agreement is terminated, each subcontract agreement shall be assigned by the Trade Contractor to the Owner, subject to the prior rights of any surety, provided that:

5.5.1.1 this Agreement is terminated by the Owner pursuant to sections 11.3 or 11.4; and

5.5.1.2 the Owner accepts such assignment after termination by notifying the Subcontractor and Trade Contractor in writing, and assumes all rights and obligations of the Contractor pursuant to each subcontract agreement.

5.5.2 If the Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

ARTICLE 6 TRADE CONTRACT TIME

6.1 PERFORMANCE OF THE TRADE CONTRACT WORK

6.1.1 DATE OF COMMENCEMENT The Date of Commencement is the date of Owner's written notice to proceed unless otherwise set forth below:

6.1.2 TIME Substantial Completion of the Trade Contract Work shall be achieved in 30 days from the Date of Commencement. Unless otherwise specified in the Certificate of Substantial Completion, the Trade Contractor shall achieve Final Completion within 30 days after the date of Substantial Completion, subject to adjustments as provided for in the Trade Contract Documents.

6.1.3 Time limits stated above are of the essence of this Agreement.

6.1.4 Unless instructed by the Owner in writing, the Trade Contractor shall not knowingly commence the Trade Contract Work before the effective date of insurance to be provided by the Trade Contractor and Owner as required by the Trade Contract Documents.

6.2 CONSTRUCTION SCHEDULE Prior to the commencement of the construction of the Trade Contract Work, the Trade Contractor shall submit a copy of its critical path method (CPM) construction schedule showing the completion of the Trade Contract Work within the allowable number of days identified above. The Trade Contractor shall regularly update its CPM construction schedule for the Trade Contract Work and promptly furnish the Construction Manager on an ongoing basis scheduling information requested by the Construction Manager for the Trade Contract Work. In consultation with the Trade Contractor, the Construction Manager shall incorporate the Trade Contract Work and work of other trade contractors into an overall Construction Schedule for the entire Project. The Trade Contractor shall be bound by the Construction. Nothing in this Trade Contractor Agreement shall relieve the Trade Contractor of any liability for any unexcused failure to comply with its original schedule, the Construction Schedule, or any completion dates. The Construction Manager shall have the right to coordinate the Trade Contractors, including the right, if necessary, to change the time, order and priority in which the various portions of the Trade Contract Work and the other work associated with the Project shall be performed.

6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If the Trade Contractor is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the Trade Contractor, the Trade Contractor shall be entitled to an equitable extension of the Trade Contract Time if the Trade Contractor is able to show that the critical path of the Trade Contract Work was delayed by causes beyond the control of the Trade Contractor. Examples of causes beyond the control of the Trade Contractor include, but are not limited to, the following: acts or omissions of the Owner, the Design Professional, Construction Manager or Others; changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work;



transportation delays not reasonably foreseeable; labor disputes not involving the Trade Contractor; general labor disputes impacting the Project but not specifically related to the Worksite; fire; terrorism, epidemics, adverse governmental actions, unavoidable accidents or circumstances; adverse weather conditions not reasonably anticipated; encountering Hazardous Materials; concealed or unknown conditions; delay authorized by the Owner pending dispute resolution; and suspension by the Owner under section 11.1. The Trade Contractor shall submit any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 8.

6.3.2 In addition, if the Trade Contractor is able to show that it incurred additional costs because the critical path of the Trade Contract Work was delayed by acts or omissions of the Owner, the Design Professional, Construction Manager or Others, changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work, encountering Hazardous Materials, or concealed or unknown conditions, delay authorized by the Owner pending dispute resolution or suspension by the Owner under section 11.1, then the Trade Contractor shall be entitled to an equitable adjustment in the Trade Contract Price subject to section 6.6.

6.3.3 NOTICE OF DELAYS In the event delays to the Trade Contract Work are encountered for any reason, the Trade Contractor shall provide prompt written notice to the Owner and the Construction Manager of the cause of such delays after Trade Contractor first recognizes the delay. The Owner and Trade Contractor agree to undertake reasonable steps to mitigate the effect of such delays.

6.4 NOTICE OF DELAY CLAIMS If the Trade Contractor believes it is due an equitable extension of Trade Contract Time or an equitable adjustment in Trade Contract Price as a result of a delay described in subsection 6.3.1, the Trade Contractor shall give the Owner and the Construction Manager written notice of the claim in accordance with section 8.4. If the Trade Contractor causes delay in the completion of the Trade Contract Work, the Owner shall be entitled to recover its additional costs subject to subsection 6.6. The Owner shall process any such claim against the Trade Contractor in accordance with ARTICLE 8.

6.5 LIQUIDATED DAMAGES

6.5.1 SUBSTANTIAL COMPLETION The Owner and the Trade Contractor agree that this Agreement ☐ shall / ☒ shall not (indicate one) provide for the imposition of liquidated damages based on the Date of Substantial Completion.

6.5.1.1 The Trade Contractor understands that if the Date of Substantial Completion established by this Agreement, as may be amended by subsequent Trade Change Order, is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Trade Contractor agrees that if the Date of Substantial Completion is not attained the Trade Contractor shall pay the Owner \$0.00 as liquidated damages and not as a penalty for each day that Substantial Completion extends beyond the Date of Substantial Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Substantial Completion.

6.5.2 FINAL COMPLETION The Owner and the Trade Contractor agree that this Agreement ☐ shall / ☒ shall not (indicate one) provide for the imposition of liquidated damages based on the Date of Final Completion.

6.5.2.1 The Trade Contractor understands that if the Date of Final Completion established by this Agreement, as may be amended by subsequent Trade Change Order is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Trade Contractor agrees that if the Date of Final Completion is not attained the Trade Contractor shall pay the Owner \$0.00 as liquidated damages and not as a penalty for each day that Final Completion extends beyond the Date of Final Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Final Completion.



6.5.3 OTHER LIQUIDATED DAMAGES The Owner and the Trade Contractor may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.

6.6 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in Section 6.5 and excluding losses covered by insurance required by the Trade Contract Documents, the Owner and the Trade Contractor agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Owner agrees to waive damages including but not limited to the Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation, or insolvency. The Trade Contractor agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination.

6.6.1 The following items of damages are excluded from this mutual waiver: The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The Owner and the Trade Contractor shall require similar waivers in contracts with Subcontractors and Others retained for the Project.

ARTICLE 7 TRADE CONTRACT PRICE

7.1 LUMP SUM As full compensation for performance by the Trade Contractor of the Work in conformance with the Contract Documents, the Owner shall pay the Trade Contractor the lump sum price of: \$155,945.00. The lump sum price is hereinafter referred to as the Trade Contract Price, which shall be subject to increase or decrease as provided in article 8.

Lump sum price includes base quote of \$155,945.00 and no alternates for a total Lump Sum Price of \$155,945.00.

7.2 ALLOWANCES

7.2.1 All allowances stated in the Trade Contract Documents shall be included in the Trade Contract Price. The Owner shall select allowance items in a timely manner so as not to delay the Trade Contract Work.

7.2.2 Allowances shall include the costs of materials, supplies and equipment delivered to the Worksite, less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. The Trade Contractor's Overhead and profit for the allowances shall be included in the Trade Contract Price, but not in the allowances. The Trade Contract Price shall be adjusted by Trade Contract Change Order to reflect the actual costs when they are greater than or less than the allowances.

ARTICLE 8 CHANGES

Changes in the Trade Contract Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Trade Contract Change Order, and Trade Contract Interim Directed Change.

8.1 TRADE CHANGE ORDER

8.1.1 The Owner may order or the Trade Contractor may request changes in the Trade Contract Work or the timing or sequencing of the Trade Contract Work that impacts the Trade Contract Price or the Trade Contract Time. All such changes in the Trade Contract Work that affect Trade Contract Time or Trade Contract Price shall in the form of a Trade Contract Change Order. Any such requests for a change in the Trade Contract Price or the Trade Contract Time shall be processed in accordance with this article 8. Trade Contract Change Orders



shall be executed on the ConsensusDOCS 813 - Trade Contract Change Order (CM as Owner's Agent) with attachments as necessary.

8.1.2 The Owner, with the assistance of the Construction Manager, and the Trade Contractor shall negotiate in good faith an appropriate adjustment to the Trade Contract Price or the Trade Contract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Trade Contract Change Order and any adjustment in the Trade Contract Price or Trade Contract Time shall not be unreasonably withheld.

8.2 TRADE CONTRACT INTERIM DIRECTED CHANGE

8.2.1 The Construction Manager may issue a written Trade Contract Interim Directed Change signed by the Owner directing a change in the Trade Contract Work prior to reaching agreement with the Trade Contractor on the adjustment, if any, in the Trade Contract Price or the Trade Contract Time.

8.2.2 The Owner, with the assistance of the Construction Manager, and the Trade Contractor shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Trade Contract Price or the Trade Contract Time arising out of a Trade Contract Interim Directed Change. As the Trade Contract Changed Work is performed, the Trade Contractor shall submit its costs for such work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Trade Contract Interim Directed Change. If there is a dispute as to the cost to the Owner, the Trade Contractor shall continue to perform the Trade Contract Changed Work set forth in the Trade Contract Interim Directed Change and the Owner shall pay the requirements Trade Contractor the Cost of the Work, defined in 8.3.1.3 below upon receipt of an application for payment and the Owner's (and the Architect's and construction manager's) determination that the work has been completed. The Parties reserve their rights as to the disputed amount, subject to the requirements ARTICLE 12.

8.2.3 When the Owner and the Trade Contractor agree upon the adjustment in the Trade Contract Price or the Trade Contract Time, for a change in the Trade Contract Work directed by a Trade Contract Interim Directed Change, such agreement shall be the subject of a Trade Contract Change Order. The Trade Contract Change Order shall include all outstanding Trade Contract Interim Directed Changes on which the Owner and Trade Contractor have reached agreement on Contract Price or Contract Time issued since the last Trade Contract Change Order.

8.3 DETERMINATION OF COST

8.3.1 An increase or decrease in the Trade Contract Price or the Trade Contract Time resulting from a change in the Trade Contract Work shall be determined by one or more of the following methods:

8.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

8.3.1.2 a mutually accepted, itemized lump sum;

8.3.1.3 COST OF THE WORK Cost of the Work as defined by this subsection plus 10% for Overhead and 5% for profit. "Cost of the Work" shall include the following costs reasonably incurred to perform a change in the Work

8.3.1.3.1 wages paid for labor in the direct employ of the Constructor in the performance of the Work;

8.3.1.3.2 salaries of the Trade Contractor's employees when stationed at the field office to the extent necessary to complete the applicable Work, employees engaged on the road expediting the production or transportation of material and equipment, and supervisory employees from the principal or branch office performing the functions listed below;

8.3.1.3.3 cost of applicable employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement and other fringe



benefits as required by law, labor agreements, or paid under the Trade Contractor's standard personnel policy, insofar as such costs are paid to employees of the Trade Contractor who are included in the Cost of the Work in subsections .1 and .2 immediately above;

8.3.1.3.4 reasonable transportation, travel, and hotel expenses of the Trade Contractor's personnel incurred in connection with the Work;

8.3.1.3.5 cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Owner, transportation, storage, and handling;

8.3.1.3.6 payments made by the Trade Contractor to Subcontractors for Work performed under this Agreement;

8.3.1.3.7 cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value of such items used, but not consumed that remain the property of the Trade Contractor;

8.3.1.3.8 rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from the Trade Contractor or Others, including installation, repair and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from the Trade Contractor or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment;

8.3.1.3.9 cost of the premiums for all insurance and surety bonds which the Trade Contractor is required to procure or deems necessary, and approved by the Owner including any additional premium incurred as a result of any increase in the cost of the Work;

8.3.1.3.10 sales, use, gross receipts or other taxes, tariffs, or duties related to the Work for which the Trade Contractor is liable;

8.3.1.3.11 permits, fees, licenses, tests, and royalties;

8.3.1.3.12 reproduction costs, photographs, facsimile transmissions, long-distance telephone calls, data processing costs and services, postage, express delivery charges, data transmission, telephone service, and computer-related costs at the Worksite to the extent such items are used and consumed in the performance of the Work or are not capable of use after completion of the Work;

8.3.1.3.13 all water, power, and fuel costs necessary for the Work;

8.3.1.3.14 cost of removal of all nonhazardous substances, debris, and waste materials;

8.3.1.3.15 all costs directly incurred to perform a change in the Work which are reasonably inferable from the Contract Documents for the Changed Work;

8.3.1.3.16 DISCOUNTS All discounts for prompt payment shall accrue to the Owner to the extent such payments are made directly by the Owner. To the extent payments are made with funds of the Constructor, all cash discounts shall accrue to the Constructor. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work;

8.3.1.3.17 COST REPORTING The Trade Contractor shall maintain in conformance with generally accepted accounting principles a complete and current set of records that are prepared or used by the Trade Contractor to calculate the Cost of Work. The Owner and Construction Manager shall be afforded access to the Trade Contractor's records, books, correspondence, instructions, drawings, receipts,



vouchers, memoranda and similar data relating to requested payment for Cost of the Work. The Trade Contractor shall preserve all such records for a period of three years after the final payment or longer where required by law;

8.3.1.3.18 COST AND SCHEDULE ESTIMATES The Trade Contractor shall use reasonable skill and judgment in the preparation of a cost estimate or schedule for a change to the Work, but does not warrant or guarantee their accuracy

8.3.1.4 If an increase or decrease cannot be agreed to as set forth in Clauses .1 through .3 above, and the Owner or the Construction Manager issues a Trade Contract Interim Directed Change, the cost of the change in the Trade Contract Work shall be determined by the reasonable actual expense and savings of the performance of the Work resulting from the change. If there is a net increase in the Trade Contract Price, the Trade Contractor's Fee shall be adjusted accordingly. In case of a net decrease in the Trade Contract Price, the Trade Contractor's Fee shall not be adjusted unless ten percent (10%) or more of the Project is deleted. The Trade Contractor shall maintain a documented, itemized accounting evidencing the expenses and savings.

8.3.2 If unit prices are set forth in the Trade Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Trade Change Order that the original unit prices will cause substantial inequity to the Owner or the Trade Contractor, such unit prices shall be equitably adjusted.

8.4 CLAIMS FOR ADDITIONAL COST OR TIME Except as provided in subsection 6.3.2 and section 6.4 for any claim for an increase in the Trade Contract Price or the Trade Contract Time, the Trade Contractor shall give the Owner and the Construction Manager written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after the Trade Contractor first recognizes (or should have recognized) the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Trade Contract Work. Thereafter, the Trade Contractor shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a period of time. The Owner or Construction Manager shall respond in writing denying or approving the Trade Contractor's claim no later than fourteen (14) Days after receipt of the Trade Contractor's claim. Any change in the Trade Contract Price or the Trade Contract Time resulting from such claim shall be authorized by Trade Contract Change Order.

ARTICLE 9 PAYMENT

9.1 GENERAL PROVISIONS Within fourteen (14) calendar Days from the date of execution of this Agreement, the Trade Contractor shall prepare and submit to the Construction Manager for approval a Schedule of Values apportioned to the various divisions or phases of the Trade Contract Work. Each line item contained in the Schedule of Values shall be assigned a monetary price such that the total of all such items shall equal the Trade Contract Price. The Schedule of Values shall be prepared in such detail and be supported by such documents and proof as may be required by the Construction Manager.

9.2 PROGRESS PAYMENTS

9.2.1 APPLICATIONS The Trade Contractor shall submit to the Construction Manager monthly notarized applications for payment. Trade Contractor's applications for payment shall be itemized and supported by the Trade Contractor's Schedule of Values and any other substantiating data as required by this Trade Contractor Agreement or requested by the Construction Manager or Design Professional. Payment applications may include payment requests on account of properly authorized Trade Contract Change Orders and Interim Directed Changes. The progress payment application shall include Trade Contract Work performed through the preceding calendar month. The Construction Manager will review the application and recommend to the Design professional and the Owner amounts payable by the Owner to the Trade Contractor. The Owner, in accordance with the determination of the Design Professional, shall pay the amount otherwise due on any payment application, less any amounts as set forth below, no later than thirty (30) calendar Days after the payment



application, or portion thereof, is approved the Design Professional. The Owner may deduct, from any progress payment, such amounts as may be retained pursuant to subsection 9.2.4 below.

9.2.2 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on submission by the Trade Contractor of bills of sale and proof of required insurance, or such other procedures satisfactory to the Owner to establish the proper valuation of the stored materials and equipment, the Owner's title to such materials and equipment, and to otherwise protect the Owner's interests therein, including transportation to the site.

9.2.3 CLAIM WAIVERS

9.2.3.1 PARTIAL CLAIMWAIVERS AND AFFIDAVITS As a prerequisite for payment, the Trade Contractor shall provide, in a form satisfactory to the Owner and the Construction Manager, partial claim waivers in the amount of the application for payment and affidavits from the Trade Contractor, and its Subcontractors, Material Suppliers for the completed Trade Contract Work. Such waivers shall be effective upon payment. In no event shall the Trade Contractor be required to sign an unconditional waiver of claim, either partial or final, prior to receiving payment or in an amount in excess of what it has been paid.

9.2.4 RETAINAGE From each progress payment made to the Trade Contractor has the Owner shall retain FIVE (5) percent of the amount otherwise due after deduction of any amounts as provided in section 9.3 and in no event shall such percentage exceed any applicable statutory requirements of this Agreement. Retainage shall be withheld and administered in accordance with Iowa Code Chapter 572:

9.3 ADJUSTMENT OF TRADE CONTRACTOR'S PAYMENT APPLICATION The Owner or the Construction Manager, upon notification of the Design Professional, may reject or adjust a Trade Contractor payment application or nullify a previously approved Trade Contractor payment application, in whole or in part, as may reasonably be necessary to protect the Owner from loss or damage based upon the following, to the extent that the Trade Contractor is responsible therefor under this Trade Contractor Agreement:

9.3.1 the Trade Contractor's repeated failure to perform the Trade Contract Work as required by the Trade Contractor Agreement;

9.3.2 loss or damage arising out of or relating to the Trade Contractor Agreement and caused by the Trade Contractor to the Owner, or to the Construction Manager or others to whom the Owner may be liable;

9.3.3 the Trade Contractor's failure to properly pay for labor, materials, equipment or supplies furnished in connection with the Trade Contract Work;

9.3.4 nonconforming or defective Trade Contract Work which has not been corrected in a timely fashion;

9.3.5 reasonable evidence of delay in performance of the Trade Contract Work such that the work will not be completed within the Trade Contract Time, and that the unpaid balance of the Trade Contract Price is not sufficient to offset any liquidated damages or actual damages that may be sustained by the Owner as a result of the anticipated delay caused by the Trade Contractor;

9.3.6 reasonable evidence demonstrating that the unpaid balance of the Trade Contract Price is insufficient to cover the cost to complete the Trade Contract Work; and

9.3.7 third-party claims involving the Trade Contractor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Trade Contractor furnishes the Owner with adequate security in the form of a surety bond, letter of credit or other collateral or commitment which are sufficient to discharge such claims if established. No later than thirty (30) Days after receipt of an application for payment, the Owner



or Construction Manager shall give written notice to the Trade Contractor, disapproving or nullifying it or a portion thereof, specifying the reasons for the disapproval or nullification. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be made for amounts previously withheld.

9.4 PAYMENT NOT ACCEPTANCE Payment to the Trade Contractor does not constitute or imply acceptance of any portion of the Trade Contract Work.

9.5 PAYMENT DELAY If for any reason not the fault of the Trade Contractor, the Trade Contractor does not receive a progress payment from the Owner sixty (60) calendar Days after the time such payment is due, as defined in Subparagraph 9.2.1, then the Trade Contractor, upon giving within seven (7) calendar Days after written notice to the Owner, and without prejudice to and in addition to any other legal remedies, may stop its Trade Contract Work until payment of the full amount owing to the Trade Contractor has been received. The Trade Contract Price and Trade Contract Time shall be equitably adjusted by a Trade Contract Change Order to reflect reasonable cost and delay resulting from shutdown, delay and start-up.

9.6 SUBSTANTIAL COMPLETION

9.6.1 The Trade Contractor shall notify the Owner, the Construction Manager and the Design Professional when it considers Substantial Completion of the Trade Contract Work or a designated portion to have been achieved. The Construction Manager and the Design Professional shall promptly conduct an inspection to determine whether the Trade Contract Work or designated portion can be occupied or utilized for its intended use by the Owner without excessive interference in completing any remaining unfinished Trade Contract Work by the Trade Contractor. If the Construction Manager and the Design Professional determine that the Trade Contract Work or designated portion has not reached Substantial Completion, the Design Professional, and the Construction Manager, shall promptly compile a list of items to be completed or corrected so the Owner may occupy or utilize the Trade Contract Work or designated portion for its intended use. The Trade Contractor shall promptly complete all items on the list.

9.6.2 When Substantial Completion of the Trade Contract Work or a designated portion is achieved, the Construction Manager and the Design Professional shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, and the respective responsibilities of the Owner and Trade Contractor for interim items such as security, maintenance, utilities, insurance and damage to the Trade Contract Work. The Owner shall assume all responsibilities for items such as security, maintenance, utilities, and insurance, and damage to the Work. The certificate shall also list the items to be completed or corrected, and establish the time for their completion or correction. The Certificate of Substantial Completion shall be submitted to the Trade Contractor for written acceptance of responsibilities assigned in the Certificate.

9.6.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Trade Contract Documents shall commence on the date of Substantial Completion of the Trade Contract Work or a designated portion.

9.6.4 Uncompleted items shall be completed by the Trade Contractor by the Final Completion date set forth in the Agreement and/or Construction Schedule. The Trade Contractor may request early release of retainage in accordance with Iowa Code Section 26.13. Payment for completed work and retainage shall be made in accordance with Iowa Code Chapters 26 and 573.

9.7 PARTIAL OCCUPANCY OR USE The Owner may occupy or use completed or partially completed portions of the Trade Contract Work when (a) the portion of the Trade Contract Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Trade Contract Work.



9.8 FINAL PAYMENT

9.8.1 APPLICATION Upon acceptance of the Trade Contract Work by the Construction Manager, and approval by the Design Professional, and upon the Trade Contractor furnishing evidence of fulfillment of the Trade Contractor's obligations in accordance with the Trade Contract Documents, the Trade Contractor shall submit its application for final payment. The Construction Manager will review the Trade Contractor's final payment application and recommend to the Design Professional and the Owner an amount payable by the Owner to the Trade Contractor. The Design Professional shall then recommend an amount to be paid by the Owner. Final payment shall be made in accordance with Iowa Code Chapters 26 and 573.

9.8.2 REQUIREMENTS Along with its application for final payment, the Trade Contractor shall furnish to the Construction Manager:

9.8.2.1 an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Trade Contract Work for which the Owner or its property or the Construction Manager or the Owner's surety might in any way be liable, have been paid or otherwise satisfied;

9.8.2.2 consent of the Trade Contractor's surety to final payment;

9.8.2.3 satisfaction of closeout procedures as may be required by the Trade Contractor Agreement;

9.8.2.4 certification(or other writing indicating) that insurance required by the Trade Contractor Agreement is and will remain effect beyond final payment pursuant to this Trade Contractor Agreement and

9.8.2.5 other data if required by the Owner or Construction Manager, such as receipts, releases, and waivers of liens effective upon payment to the extent and in such form as may be designated by the Owner or Construction Manager. Acceptance of final payment by the Trade Contractor shall constitute a waiver of all claims by the Trade Contractor except those previously made in writing and identified by the Trade Contractor as unsettled at the time of final application for payment.

9.8.3 TIME OF PAYMENT Final payment of the balance of the Trade Contract Price, less any amount retained pursuant to subsection 9.2.4 of this Agreement, and as required by Iowa Code Chapters 26 and 573, which among other things requires that twice the amount of an Iowa Code Chapter 573 subcontractor claim be withheld from final payment, shall be made to the Trade contractor within sixty (60) Days after the Trade Contractor has submitted a complete and accurate application for final payment.

9.8.4 LATE PAYMENT INTEREST Progress payments or final payment due and unpaid under this Trade Contractor Agreement shall bear interest from the date payment is due at the statutory rate prevailing at the place of the Project.

9.9 PAYMENT USE AND VERIFICATION The Trade Contractor is required to pay for all labor, materials and equipment used in the performance of the Trade Contract Work through the most current period applicable to progress payments received. Reasonable evidence, satisfactory to the Construction Manager, may be required to show that all obligations relating to the Trade Contract Work are current before releasing any payment due on the Trade Contract Work. If required by the Construction Manager, before final payment is made for the Trade Contract Work, the Trade Contractor shall submit evidence satisfactory to the Construction Manager that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Trade Contract Work, have been paid or otherwise satisfied as set forth in subsection 9.8.2.

ARTICLE 10 INDEMNITY, INSURANCE, WAIVERS AND BONDS

10.1 INDEMNITY

10.1 A To the extent portions of this Article are in conflict with SF 396 (codified at Iowa Code Section 573A.5) said portions are void and unenforceable.



10.1.1 TRADE CONTRACTOR'S INDEMNITY To the fullest extent permitted by law, the Trade Contractor shall indemnify and hold harmless the Owner, the Owner's officers, directors, members, consultants, agents and employees, from all claims for bodily injury and property damage, other than to the Work itself and other property insured under subsection 10.3.1, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Trade Contractor, Subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Trade Contractor shall be entitled to reimbursement of any defense costs paid above the Trade Contractor's percentage of liability for the underlying claim to the extent provided for under subsection 10.1.2.

10.1.2 OWNER'S INDEMNITY To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Trade Contractor, its officers, directors, members, consultants, agents, and employees, from all claims for bodily injury and property damage, other than property insured under subsection 10.3.1, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of work by Owner, Design Professional or Others, but only to the extent caused by the negligent acts or omissions of the Owner, Design Professional or Others. The Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided for under subsection 10.1.1.

10.1.3 CONSTRUCTION MANAGER AND DESIGN PROFESSIONAL INDEMNITY The Owner shall cause the Construction Manager and the Design Professional to agree to indemnify and hold harmless the Owner from all claims for bodily injury and property damage, other than to the Work itself and other property insured under section 10.3, that may arise from the Construction Manager's or the Design Professional's services, but only to the extent that such claims result from the negligent acts or omissions of the Construction Manager or the Design Professional, respectively, or anyone for whose acts or omissions the Construction Manager or Design Professional, respectively, is liable. Such provisions shall be in a form no less protective of the Parties than the Construction Manager's Indemnity provided in ConsensusDocs 801 (2011) or the Design Professional's indemnity provided in ConsensusDocs 803 (2011) respectively, and shall be reasonably satisfactory to the Owner and the Trade Contractor.

10.1.4 ADJACENT PROPERTY INDEMNIFICATION To the extent of the limits of Trade Contractor's Commercial General Liability Insurance specified in subsection 10.2.1 or \$0.00, whichever is more, the Trade Contractor shall indemnify and hold harmless the Owner against any and all liability, claims, demands, damages, losses and expenses, including attorney's fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Trade Contract Work, but only to the extent of the negligent acts or omissions of the Trade Contractor, Subcontractor or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

10.1.5 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of the Trade Contractor, anyone directly or indirectly employed by the Trade Contractor or anyone for whose acts the Trade Contractor may be liable, the indemnification obligation 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 Trade Contractor under Workers' Compensation acts, disability benefit acts or other employment benefit acts.

10.2 TRADE CONTRACTOR'S INSURANCE

10.2.1 Prior to the start of the Work, the Trade Contractor shall procure and maintain in force Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. The Trade Contractor's liability policies, as required in this Subparagraph 10.2.1, shall be written on an occurrence basis with at least the following limits of liability:

10.2.1.1 Workers' Compensation- amount required by the laws of Iowa



10.2.1.2 Employers' Liability Insurance - \$500,000 or an amount required by Iowa law, whichever is greater.

10.2.1.3 Business Automobile Liability Insurance

a. \$1,000,000 Each Accident

10.2.1.4 Commercial General Liability Insurance

a. \$1,000,000 Each Occurrence b. \$2,000,000 General Aggregate c. \$1,000,000 Products/Completed Operations Aggregate d. \$1,000,000 Personal and Advertising Injury Limit

10.2.2 The Trade Contractor Must also carry and maintain Excess or Umbrella Liability coverage for the policies in subsection 10.2.1 in the amounts as listed below:

Trade Contractor Contract Amount: <\$1,000,000 - \$2 Million Umbrella or more \$1,000,000 - \$5,000,000 - \$5 Million Umbrella or more >\$5,000,000 - \$10 Million Umbrella or more

10.2.3 The Trade Contractor shall maintain in effect all insurance coverage required under subsection

10.2.1 with insurance companies lawfully authorized to do business in Iowa. Such insurance companies shall have a minimum A.M. Best Rating of A-VI (Consult instructions and insurance advisor). If the Trade Contractor fails to obtain or maintain any insurance coverage required under this Agreement, the Owner may purchase such coverage and charge the expense to the Trade Contractor, or terminate this Agreement.

10.2.4 To the extent commercially available, the policies of insurance required under Subparagraph 10.2.1 shall contain a provision that the insurance company or its designee must give the Owner written notice transmitted in paper or electronic format: (a) 30 days before coverage is nonrenewed by the insurance company and (b) with 10 business days after cancellation of coverage by the insurance company. The Trade Contractor shall maintain completed operations liability insurance for one year after acceptance of the Contract Documents, whichever is longer. Prior to commencement of services, the Trade Contractor shall furnish the Owner with certificates evidencing the required coverages. In addition, if any insurance policy required under subsection 10.2.1 is not to be immediately replaced without a lapse in coverage when it expires, exhausts its limits, or is to be cancelled, the Trade Contractor shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

10.2.5 ADDITIONAL LIABILITY COVERAGE

10.2.5.1 The Owner ☒ shall / ☐ shall not (indicate one) require the Trade Contractor to purchase and maintain liability coverage, primary to the Owner's coverage under subsection 10.3.1.

10.2.5.2 If required by subsection 10.2.5.1, the additional liability coverage required of the Trade Contractor shall be:

1. Additional Insured Owner shall be named as an additional insured on Trade Contractor's Commercial General Liability Insurance specified for operations and completed operations, but only with respect to liability for bodily injury, property damage or personal and advertising injury to the extent caused by the negligent acts or omissions of Trade Contractor, or those acting on Trade Contractor's behalf, in the performance of Trade Contractor's Work for.

2. OCP Trade Contractor shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on Commercial General Liability Insurance specified or limits as otherwise required by Owner.



Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by the Owner directly or the costs may be reimbursed by the Owner to the Trade Contractor by increasing the Trade Contract Price to correspond to the actual cost required to purchase and maintain the additional liability coverage. Prior to commencement of the Work, the Trade Contractor shall obtain and furnish to the Owner a certificate evidencing that the additional liability coverages have been procured.

10.2.6 PROFESSIONAL LIABILITY INSURANCE To the extent the Trade Contractor is required to procure design services under this Agreement, in accordance with section 3.14, the Trade Contractor shall require the designers to obtain professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to the Owner, including coverage for all professional liability caused by any of the Designer's(s') consultants, written for not less than \$1,000,000 per claim and in the aggregate with the deductible not to exceed \$2,000,000. The deductible shall be paid by the Designer.

10.3 OWNER'S INSURANCE

10.3.1 Deleted.

10.3.2 Deleted.

10.4 PROPERTY INSURANCE

10.4.1 Before the start of Trade Contract Work, the Owner shall obtain and maintain Builder's Risk Policy insurance with minimum coverage limits equal to the full cost of replacement of the Project at the time of loss. This insurance shall also name the Trade Contractor, Subcontractors, Material Suppliers, Construction Manager and Design Professional as insureds. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss except those specifically excluded by the policy, and shall insure at least against the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood (subject to sublimits), earthquake (subject to sublimits), earth movement, water damage, wind damage, testing if applicable, collapse however caused, and shall include coverage for, material, or equipment stored offsite, onsite or in transit. This policy shall provide for a waiver of subrogation in favor of the Trade Contractor, Subcontractors, Material Suppliers, Construction Manager and Design Professional. This insurance shall remain in effect until the Substantial Completion of the Work, final payment has been made or until no person or entity other than the Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until the Owner has secured the consent of the insurance company or companies providing the coverage required in this Subparagraph 10.4.1.

10.4.2 If the Owner does not intend to purchase the property insurance required by this Agreement, including all of the coverages and deductibles described herein, the Owner shall give written notice to the Trade Contractor, the Design Professional and the Construction Manager before the Trade Contract Work is commenced. The Trade Contractor may then provide insurance to protect its interests and the interests of the Subcontractors, including the coverage of deductibles. The cost of this insurance shall be charged to the Owner in a Change Order. The Owner shall be responsible for all of Trade Contractor's costs reasonably attributed to the Owner's failure or neglect in purchasing or maintaining the coverage described above.

10.4.2.1 The Owner will not obtain insurance to cover the risk of physical loss resulting from Terrorism. The Construction Manager is not required to purchase this type of insurance but may purchase this type of insurance if it chooses. If purchased, the cost of this insurance shall be borne by the Construction manager.

10.4.3 POLICIES The Owner shall provide the Trade Contractor with a copy of all policies including all endorsements upon request.



10.5 PROPERTY INSURANCE LOSS ADJUSTMENT

10.5.1 LOSS ADJUSTMENT Any insured loss shall be adjusted with the Owner and the Trade Contractor and made payable to the Owner as trustee for the insureds, as their interests may appear.

10.5.2 DISTRIBUTION OF PROCEEDS Following the occurrence of an insured loss, monies received will be deposited in a separate account and the trustee shall make distribution in accordance with the agreement of the Parties in interest.

10.6 WAIVERS

10.6.1 PROPERTY DAMAGE The Owner and Trade Contractor waive all claims and other rights they may have against each other for loss of or damage to (a) the Project, (b) all materials, machinery, equipment and other items used in accomplishing the Trade Contract Work or services or to be incorporated into the Project, while the same are in transit, at the Project Site, during erection and otherwise, and (c) all property owned by or in the custody of Owner and its affiliates, however such loss or damage shall occur, to be extent such damage is covered by property insurance. The proceeds of such insurance shall be held by the Owner as trustee.

10.6.2 WAIVER OF SUBROGATION The Owner shall have its insurers waive all rights of subrogation they may have against the Construction Manager, Design Professional, Trade Contractors, and their Subcontractors and Material Suppliers on all policies carried by the Owner on the Project and adjacent properties, including, after final payment, those policies to be provided on the completed Project not intended to insure the Project during construction.

10.6.3 ENDORSEMENT If the policies of insurance referred to in this section require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner will cause them to be so endorsed.

10.7 RISK OF LOSS Except to the extent a loss is covered by property insurance, carried by the owner, risk of loss or damage to the Work shall be upon the Trade Contractor until the Date of Final Completion, unless otherwise agreed to by the Parties.

10.8 BONDS Performance and Payment Bonds

☒ are

☐ are not

required of the Trade Contractor that meet the requirements of Iowa Code Chapter 573. A deposit in lieu of a bond may be acceptable if it meets the requirements of Iowa Code Section 573.4. Such bonds shall be issued by a surety admitted in the State in which the Project is located and must be acceptable to the Owner. The Owner's acceptance shall not be withheld without reasonable cause. The penal sum of the Payment Bond and of the Performance Bond shall each be one hundred percent (100%) of the original Contract Price. Any increase in the Contract Price that exceeds ten percent (10%) in the aggregate shall require a rider to the Bonds increasing penal sums accordingly. Up to such ten percent (10%) amount, the penal sum of the Bond shall remain equal to one hundred percent (100%) of the Contract Price. The Trade Contractor shall endeavor to keep its surety advised of changes potentially impacting the Contract Time and Contract Price, though the Trade Contractor shall require that its surety waives any requirement to be notified of any alteration or extension of time. The Trade Contractor's Payment Bond for the Project, if any, shall be made available by the Owner for review and copying by the Subcontractor. Iowa Code Chapter 573 shall control and take precedence over any conflicting term or condition in this Agreement



ARTICLE 11 SUSPENSION, NOTICE TO CURE AND TERMINATION OF AGREEMENT

11.1 SUSPENSION BY OWNER FOR CONVENIENCE

11.1.1 OWNER SUSPENSION Should the Owner order the Trade Contractor in writing to suspend, delay, or interrupt the performance of the Trade Contract Work for such period of time as may be determined to be appropriate for the convenience of the Owner and not due to any act or omission of the Trade Contractor or any person or entity for whose acts or omissions the Trade Contractor may be liable, then the Trade Contractor shall immediately suspend, delay or interrupt that portion of the Trade Contract Work as ordered by the Owner. The Trade Contract Price and the Trade Contract Time shall be equitably adjusted by Trade Contract Change Order for the cost and delay resulting from any such suspension.

11.1.2 Any action taken by the Owner that is permitted by any other provision of the Trade Contract Documents and that results in a suspension of part or all of the Trade Contract Work does not constitute a suspension of Trade Contract Work under this section.

11.2 NOTICE TO CURE A DEFAULT If the Trade Contractor persistently refuses or fails to supply enough properly skilled workers, proper materials, or equipment to maintain the approved Construction Schedule in accordance with ARTICLE 6, or fails to make prompt payment to its workers, Subcontractors or Material Suppliers; disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or is otherwise guilty of a material breach of a provision of this Agreement, the Trade Contractor may be deemed in default. If the Trade Contractor fails within seven (7) business Days after receipt of written notification to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner shall give the Trade Contractor a second notice to correct the default within a three (3) Day period. If the Trade Contractor fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the Owner without prejudice to any other rights or remedies may:

11.2.1 supply workers and materials, equipment and other facilities as the Owner or Construction Manager deems necessary for the satisfactory correction of the default, and charge the cost to the Trade Contractor, who shall be liable for the payment of same including reasonable Overhead, profit and attorneys' fees;

11.2.2 contract with Others to perform such part of the Trade Contract Work as the Owner or Construction Manager determines shall provide the most expeditious correction of the default, and charge the cost to the Trade Contractor;

11.2.3 withhold payment due the Trade Contractor in accordance with section 9.3; and in the event of an emergency affecting the safety of persons or property, immediately commence and continue satisfactory correction of such default as provided in subsections 11.2.1 and 11.2.2 without first giving written notice to the Trade Contractor, but shall give prompt written notice of such action to the Trade Contractor following commencement of the action.

11.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

11.3.1 TERMINATION BY OWNER FOR DEFAULT If, within seven (7) Days of receipt of a notice to cure pursuant to section 11.2, the Trade Contractor fails to commence and satisfactorily continue correction of the default set forth in the notice to cure, the Owner may notify the Trade Contractor that it intends to terminate this Agreement for default absent appropriate corrective action within fourteen additional Days. After the expiration of the additional fourteen (14) Day period, the Owner may terminate this Agreement by written notice absent appropriate corrective action. Termination for default is in addition to any other remedies available to Owner under section 11.2. If the Owner's cost arising out of the Trade Contractor's failure to cure, including the cost of completing the Trade Contract Work and reasonable attorneys' fees, exceeds the unpaid Trade Contract Price, the Trade Contractor shall be liable to the Owner for such excess costs. If the Owner's costs are less than the unpaid Trade Contract Price, the Owner shall pay the difference to the Trade Contractor. In the event the Owner exercises its rights under this section, upon the request of the Trade Contractor the Owner shall furnish to the Trade Contractor a detailed accounting of the cost incurred by the Owner.



11.3.2 USE OF TRADE CONTRACTOR'S MATERIALS, SUPPLIES AND EQUIPMENT If the Owner or Others perform work under this section, the Owner shall have the right to take and use any materials, supplies and equipment belonging to the Trade Contractor and located at the Worksite for the purpose of completing any remaining Trade Contract Work. Immediately upon completion of the Work, any remaining materials, supplies or equipment not consumed or incorporated in the Trade Contract Work shall be returned to the Trade Contractor in substantially the same condition as when they were taken, reasonable wear and tear excepted.

11.3.3 If the Trade Contractor files a petition under the Bankruptcy Code, this Agreement may be terminated for cause at the may be terminated for cause at the Owner.

11.3.3 If the Trade Contractor files a petition under the Bankruptcy Code, this Agreement may be terminated for cause at the may be terminated for cause at the Owner.

11.3.4 The Owner shall make reasonable efforts to mitigate damages arising from Trade Contractor default, and shall promptly invoice the Trade Contractor for all amounts due pursuant to sections 11.2 and 11.3.

11.4 TERMINATION BY OWNER FOR CONVENIENCE

11.4.1 Upon written notice to the Trade Contractor, the Owner may, without cause, terminate this Agreement. The Trade Contractor shall immediately stop the Work, follow the Owner's or Construction Manager's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

11.4.2 If the Owner terminates this Agreement pursuant to this section, the Trade Contractor shall be paid:

11.4.2.1 for the Work performed to date including Overhead and profit; and

11.4.2.2 for all demobilization costs and costs incurred as a result of the termination but not including Overhead or profit on work not performed;

11.4.2 A Upon written notice to the Trade Contractor the Owner has the right to terminate this Agreement without penalty as a result of the following: 1) the legislature or governor fail to appropriate funds sufficient to allow the Owner to operate as required and fulfill its obligations under this Agreement, 2) funds are de-appropriated or not allocated, 3) the Owner's authorization to operate is withdrawn or there is a material alteration in the programs administered by the owner, or 4) the Owner's duties are substantially modified. If such a termination results then the Trade Contractor shall be paid in the manner set forth in subparagraph 11.4.2. If, however, an appropriation to cover the cost of this Agreement becomes available within sixty (60) days subsequent to termination under this paragraph then the Owner agrees to re-enter into a modified version of this Agreement that accounts for the termination and reinstatement.

11.4.3 If the Owner terminates this Agreement pursuant to sections 11.3 or 11.4, the Trade Contractor shall:

11.4.3 If the Owner terminates this Agreement pursuant to sections 11.3 or 11.4, the Trade Contractor shall:

11.4.3.1 execute and deliver to the Owner all papers and take all action required to assign, transfer and vest in the Owner the rights of the Trade Contractor to all materials, supplies and equipment for which payment has or will be made in accordance with the Trade Contract Documents and all subcontracts, orders and commitments which have been made in accordance with the Trade Contract Documents;

11.4.3.2 exert reasonable effort to reduce to a minimum the Owner's liability for subcontracts, orders and commitments that have not been fulfilled at the time of the termination;

11.4.3.3 cancel any subcontracts, orders and commitments as the Owner or Construction Manager directs; and



11.4.3.4 sell at prices approved by the Owner or Construction Manager any materials, supplies and equipment as the Owner or Construction Manager directs, with all proceeds paid or credited to the Owner.

11.5 TRADE CONTRACTOR'S RIGHT TO TERMINATE

11.5.1 Upon seven (7) Days' written notice to the Owner and Construction Manager, the Trade Contractor may terminate this Agreement if the Trade Contract Work has been stopped for a thirty (30) Day period through no fault of the Trade Contractor for any of the following reasons:

11.5.1.1 under court order or order of other governmental authorities having jurisdiction;

11.5.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Trade Contractor, materials are not available; or

11.5.1.3 suspension by the Owner for convenience pursuant to section 11.1

11.5.2 In addition, upon seven (7) Days' written notice to the Owner and Construction Manager, the Trade Contractor may terminate the Agreement if the Owner:

11.5.2.1 fails to furnish reasonable evidence pursuant to section 4.1.2 that sufficient funds are available and committed for Project financing, or

11.5.2.2 assigns this Agreement over the Trade Contractor's reasonable objection, or

11.5.2.3 fails to pay the Trade Contractor in accordance with this Agreement and the Trade Contractor has complied with the notice provisions of section 9.5, or

11.5.2.4 otherwise materially breaches this Agreement.

11.5.3 Upon termination by the Trade Contractor in accordance with this section, the Trade Contractor shall be entitled to recover from the Owner payment for all Trade Contract Work executed and for any proven loss, cost or expense in connection with the Trade Contract Work, including all demobilization costs plus reasonable Overhead and profit on work not performed.

11.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination pursuant to ARTICLE 11, the provisions of this Agreement still apply to any Trade Contract Work performed, payments made, events occurring, costs charged or incurred or obligations arising before the termination date.

ARTICLE 12 DISPUTE MITIGATION AND RESOLUTION

12.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, the Trade Contractor shall continue the Trade Contract Work and maintain the Construction Schedule during any dispute mitigation or resolution proceedings. If the Trade Contractor continues to perform, the Owner shall continue to make payments in accordance with this Agreement.

12.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of the Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. The authorized representative for the Trade Contractor is identified in Paragraph 3.4 of the Agreement. The authorized representative for the Owner is identified in Paragraph 4.2 of the Agreement. The parties' authorized representative are, among other things, authorized to resolve matters of disagreement and disputes between the Parties. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected herein.



12.3 MITIGATION The Parties agree that dispute mitigation procedures provided in this Project. Disputes remaining unresolved after direct discussions shall be directed to the selected mitigation procedure immediately below. The dispute mitigation procedure shall result in nonbinding finding on the matter. This may be introduced as evidence at a subsequent binding adjudication of the matter, as designee on Paragraph 12.5. The Parties agree that the dispute mitigation procedure shall be

(Designate only one.)

☒ Project Neutral

☐ Dispute Review Board

12.3.1 MITIGATION PROCEDURES The Project Neutral/Dispute Review Board shall be mutually selected and appointed by the Parties and shall execute a retainer agreement with the Parties establishing the scope of the Project Neutral/Dispute Review Board's responsibilities. The costs and expenses of the Project Neutral/Dispute Review Board shall be shared equally by the Parties. The Project Neutral/Dispute Review Board shall be available to either Party, upon request, throughout the course of the Project, and shall make regular visits to the Project so as to maintain an up-to-date understanding of the Project progress and issues and to enable the Project Neutral/Dispute Review Board to address matters in dispute between the Parties promptly and knowledgeably. The Project Neutral/Dispute Review Board shall issue nonbinding findings within five (5) business Days of referral of the matter to the Project Neutral, unless good cause is shown.

12.3.2 If the matter remains unresolved following the issuance of the nonbinding finding by the mitigation procedure or if the Project Neutral/Dispute Review Board fails to issue nonbinding findings within five (5) Days of the referral, the Parties shall submit the matter to the binding dispute resolution procedure designated in section 12.5.

12.4 MEDIATION If direct discussions pursuant to section 12.2 do not result in resolution of the matter and no dispute mitigation procedure is selected under section 12.3, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association, or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) business Days of the matter first being discussed and shall conclude within forty-five (45) business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session, but the decision to terminate shall be delivered in person by the terminating Party to the non-terminating Party and to the mediator. The costs of the mediation shall be shared equally by the Parties.

12.5 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure designated herein.

(Designate only one.)

☐ Arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association

☒ Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

12.5.1 The costs of any binding dispute resolution procedures shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute. However, the costs of binding dispute resolution does not include attorney fees. The Parties are each responsible for paying for their own attorney fees.

12.5.2 VENUE The venue of any binding dispute resolution procedure shall be Des Moines, Iowa.



12.6 MULTIPARTY PROCEEDING All parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

12.7 LIEN RIGHTS The Trade Contractor acknowledges that it has no mechanic's lien rights on this Project because it is a public improvement project.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 ASSIGNMENT Neither the Owner nor the Trade Contractor shall assign their interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns and legal representatives. Neither Party to this Agreement shall assign the Agreement as a whole without written consent of the other. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

13.2 GOVERNING LAW This Agreement and all disputes arising there from shall be governed by the Iowa law.

13.3 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

13.4 NO WAIVER OF PERFORMANCE The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance or any other term, covenant, condition or right.

13.5 TITLES AND GROUPINGS The titles given to the articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the articles in this Agreement and of the Owner's specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of sections or the use of headings be construed to limit or alter the meaning of any provisions.

13.6 ASSISTANCE OF COUNSEL AND INTERPRETATION The Parties agree that they had the opportunity to obtain the assistance of counsel in reviewing the Agreement terms prior to execution. This Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

13.7 RIGHTS AND REMEDIES The Parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.

13.8 ADDITIONAL PROVISIONS (Insert here other provisions, if any, that pertain to this Agreement See Below.)

13.9 COMPLIANCE WITH LAW AND REGULATIONS The Trade Contractor shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing services and/or performing work under this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Trade Contractor declares that it has complied with all federal, state and local laws regarding business permits and licenses that may be required to provide the services and work required by this Agreement. The Trade Contractor further acknowledges that if this Project is a recipient of Federal financial assistance that it may be subject to requirements of Federal Acts and Executive Orders as mandated by Federal agencies having authority and jurisdiction to enforce and ensure compliance with such laws and regulations including, but not necessarily limited to, the Davis Bacon Act and other Federal Acts and Executive Orders.

13.10 EMPLOYMENT PRACTICES: It is the intent of the Iowa Department of Administrative Services to assure equal employment opportunity in all contract work as required by law. Vendors, are required to take affirmative



action to ensure that applicants employed or seeking employment with them are treated equally as required by law. Vendors shall not illegally discriminate against any employee. During the course of the Project, the Vendor may be required to show compliance with the EEO and Affirmative Action requirements. Noncompliance with the provisions set forth at the time of contract award may result in termination or suspension of the Agreement in whole or in part. All vendors and service providers working under the terms of this Agreement are prohibited from engaging in discriminatory employment practices forbidden by Iowa law. Vendors shall complete and submit the Nondiscrimination Clause form for the Owner's approval.

13.11 RECIPROCAL BIDDER PREFERENCE In accordance with Iowa Code Section 73A.21, as amended in 2011 by HF 648, if the Trade Contractor is not a resident bidder of Iowa, as defined by law, then the Trade Contractor must specifically identify in writing with its bid any and all preferences or preferential treatment (including preferences related to labor) enforced by the state or foreign country in which the Trade Contractor is a resident. If the low bid Trade Contractor is not a resident bidder of Iowa and the Trade Contractor's foreign State of residence enforces such a preference then the Owner shall reciprocally enforce the preference in favor of a resident bidder of Iowa. Failure on the part of the Trade Contractor to completely and accurately abide by this legal requirement may, among other things, result in civil penalties and void this Agreement. The Trade Contractor should contact its attorney regarding this legal requirement if the Trade Contractor has questions regarding its meaning or application.

13.12 LABOR RELATIONS The Trade Contractor shall comply with all Iowa and Federal labor laws. In accordance with Executive Order Number 69, issued by the Governor of Iowa on or about January 14, 2011, no project labor agreement (also known as a PLA), or similar, will be used on this Project. Iowa is a right to work state. No consultant, contractor, or employee shall be obligated to contract with or join any labor organization as a condition of performing work on this Project.

ARTICLE 14 TRADE CONTRACT DOCUMENTS

14.1 The Trade Contract Documents in existence at the time of execution of this Agreement are as follows:

9/16/2020 Request for Quote - Emergency Procurement

Woodward Resource Center 2020 Cottages Storm Damage Roof Replacements Drawings dated 9/11/2020

No Addendum

14.2 INTERPRETATION OF TRADE CONTRACT DOCUMENTS

14.2.1 The drawings and specifications are complementary. If Trade Contract Work is shown only on one but not on the other, the Trade Contractor shall perform the Trade Contract Work as though fully described on both consistent with the Trade Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

14.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings or specifications, the Trade Contractor shall immediately submit the matter to the Owner for clarification. The Owner's clarifications are final and binding on all Parties, subject to an equitable adjustment in Trade Contract Time or Price pursuant to ARTICLE 6 and ARTICLE 7 or dispute resolution in accordance with ARTICLE 12.

14.2.3 Where figures are given, they shall be preferred to scaled dimensions.

14.2.4 Any terms that have well-known technical or trade meanings, unless otherwise specifically defined in this Agreement, shall be interpreted in accordance with their well-known meanings.

14.2.5 PRECEDENCE In case of any inconsistency, conflict or ambiguity among the Trade Contract Documents, the documents shall govern in the following order: (a) Trade Contract Change Orders and written amendments to this Agreement; (b) this Agreement; (c) subject to subsection 14.2.2 the drawings, specifications and addenda issued prior to the execution of this Agreement; (d) approved submittals; (e) information furnished by the Owner pursuant to subsection 4.1.3; (f) other documents listed in this Agreement. Among all the Trade Contract Documents, the term or provision that is most specific or includes the latest date

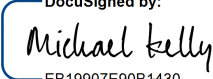


shall control. Information identified in one Trade Contract Document and not identified in another shall not be considered to be a conflict or inconsistency.

This Agreement entered into as of the date entered in ARTICLE 1.

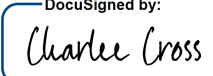
OWNER State of Iowa, Department of Administrative Services

Trade Contractor: Black Hawk Roof Company

By: 
(Authorized Representative)

Name: Michael Kelly
Title: Project manager
Date: 10/5/2020

Owner: State of Iowa - DAS

By: 
(Authorized Representative)

Name: Charlee Cross
Title: Division Director, Division of Business and Property Services
Date: 10/9/2020

END OF DOCUMENT.



Exhibit A Pricing Form
DHS WRC Cottage Storm Damage Roof Replacements
Woodward Resource Center

Due WEDNESDAY, SEPTEMBER 23, 2020 at 2:00p.m. (CT)

Please submit this completed form with your Quote to:

Attention: Jeffrey Reams

Story Construction

jreams@storycon.com

This form is to be completed in ink or typewritten.

Only pricing on this form or an exact copy of this form will be accepted.

Pricing Form shall be signed by an officer of the firm with authority to bind Respondent to Contract.

Freight Terms: FOB Destination, Freight Pre-Paid

The State reserves the right to reject any or all quotes without penalty and to waive minor deficiencies and informalities if, in the judgement of the State, it's best interests will be served.

Respondents must submit pricing for all scope of work items indicated per the attached Exhibit B. The State reserves the right to evaluate pricing. The State intends to make one Award for this project.

Lump Sum Price for WRC Cottage Storm Roof Replacements.

108 Franklin St. Roof Replacements (Labor) Total \$ 20,091.00

108 Franklin St. Roof Replacements (Material(s)) Total \$ 29,135.00

202 Pine St. Roof Replacements (Labor) Total \$ 20,091.00

202 Pine St. Roof Replacements (Material(s)) Total \$ 29,135.00

105 Cherry Ln. Roof Replacements (Labor) Total \$ 22,997.00

105 Cherry Ln. Roof Replacements (Material(s)) Total \$ 37,496.00

All Roof Replacements (Labor and Material(s)) Total \$ 155,945.00

Please note all pricing is to be delivered price. That is why we are stating FOB Destination, Freight Pre-Paid.

Signature [Signature]

Name (Print) Michael Kelly

Title Project Manager

Company Black Hawk Roof Company

Address 619 E 19th St

City, St., Zip Cedar Falls, IA 50613

Phone # 319-277-9355 Fax # 319-277-9360

E-mail mkelly@blackhawkroof.com



9/16/2020

To: Black Hawk Roofing
From: Story Construction
Subject: DHS WRC 2020 COTTAGES STORM DAMAGE ROOF REPLACEMENTS (EMERGENCY PROCUREMENT)

Request for Quote

The State of Iowa is requesting a quote for a complete roof replacement work on three cottage roofs at the Woodward Resource Center. See Exhibit B for additional details.

All work must be done on-site at Woodward Resource Center and all personnel must pass a background check. Information required for the background check includes full name, birthdate, state driver's license # or State id#, and social security number. Please see facility-specific requirements in Exhibit C.

The WORK REQUIREMENTS shall be substantially completed no later than November 25, 2020.

The Project is located at the Woodward Resource Center, 1251 334th Street, Woodward, Iowa 50276.

Please email your quote using the Exhibit A pricing form to jreams@storycon.com prior to September 23, 2020 at 2:00p.m. (CT).

Contract Terms and Conditions

This procurement will result in a Consensus 802 Agreement. By submitting a quote, respondent agrees to the contract terms and conditions available at:

<https://das.iowa.gov/sites/default/files/procurement/pdf/ConsensusDoc802.pdf>.

Respondent must provide a one-year warranty from the date of completion.

Attachments:

Exhibit A Pricing Form
Exhibit B Scope of Work
Exhibit C Facility Work Requirements

Exhibit A Pricing Form
DHS WRC Cottage Storm Damage Roof Replacements
Woodward Resource Center

Due WEDNESDAY, SEPTEMBER 23, 2020 at 2:00p.m. (CT)

Please submit this completed form with your Quote to:

Attention: Jeffrey Reams

Story Construction

jreams@storycon.com

This form is to be completed in ink or typewritten.

Only pricing on this form or an exact copy of this form will be accepted.

Pricing Form shall be signed by an officer of the firm with authority to bind Respondent to Contract.

Freight Terms: FOB Destination, Freight Pre-Paid

The State reserves the right to reject any or all quotes without penalty and to waive minor deficiencies and informalities if, in the judgement of the State, it's best interests will be served.

Respondents must submit pricing for all scope of work items indicated per the attached Exhibit B. The State reserves the right to evaluate pricing. The State intends to make one Award for this project.

Lump Sum Price for WRC Cottage Storm Roof Replacements.

108 Franklin St. Roof Replacements (Labor) Total \$ _____

108 Franklin St. Roof Replacements (Material(s)) Total \$ _____

202 Pine St. Roof Replacements (Labor) Total \$ _____

202 Pine St. Roof Replacements (Material(s)) Total \$ _____

105 Cherry Ln. Roof Replacements (Labor) Total \$ _____

105 Cherry Ln. Roof Replacements (Material(s)) Total \$ _____

All Roof Replacements (Labor and Material(s)) Total \$ _____

Please note all pricing is to be delivered price. That is why we are stating FOB Destination, Freight Pre-Paid.

Signature _____

Name (Print) _____

Title _____

Company _____

Address _____

City, St., Zip _____

Phone # _____ **Fax #** _____

E-mail _____

Exhibit B Scope of Work

DHS WRC Cottage Storm Damage Roof Replacements
Woodward Resource Center

Due WEDNESDAY, SEPTEMBER 23, 2020 at 2:00p.m. (CT)

SCOPE OF WORK

Drawing Sheets: All drawing sheets titled 2020 COTTAGE STORM DAMAGE ROOF REPLACEMENTS dated 09/11/2020.

Specifications: All specifications titled 2020 COTTAGE STORM DAMAGE ROOF REPLACEMENTS dated 09/11/2020.

1. The Contractor's Work includes all labor, supervision, materials, equipment, services, supplies, tools, facilities, transportation, hoisting, storage, receiving, licenses, inspections, certifications, overhead, profit, or other items required or reasonably inferable to properly and timely perform and complete all work and services to be performed by the Contractor pursuant to this Agreement. Unless specifically stated otherwise, incidental work required to accomplish the work of this Bid Package shall be included the bid. This would include, but not be limited to, temporary facilities, protection of the work, security of equipment, materials, and work in progress, etc. Contractor's Work shall be performed in accordance with the Drawings and Specifications.
2. Contractor is responsible for all labor and equipment to unload, account for all material delivered, stock, and delivery for this scope of work. Storage and delivery of materials and equipment at the Site shall be permitted only to the extent approved in advance by the Construction Manager, and if anything so stored obstructs the progress of any portion of the work, it shall be promptly removed or relocated by the Contractor without reimbursement.
3. On site supervision by Prime Contractor at all times work by that contractor or their subcontractors/suppliers is taking place.
4. Provide all temporary facilities required for this scope of work including trailer, trailer power, telephone, secured storage, temporary power for work, temporary and task lighting for work, etc. as determined necessary by Contractor. Coordinate location of trailers, material storage and utility lines with Construction Manager. Limited space is available, and permission to bring any such facility or excess materials on to the site shall be approved by the Construction Manager.
5. Contractor shall provide all equipment and tools for Contractor's own cleanup. Clean up shall be done at end of every shift or more frequently if required for the Contractor to perform their work, for other Contractors to perform their work, as required by the Owner's operations, and at the discretion of the Construction Manager.
6. All turf, landscaping, and subgrade disturbances caused by equipment traffic or other activities related to the Contractor's scope shall be repaired or restored to proper conditions by the Contractor.
7. Protect adjacent existing building elements from damage from Scope of work. Repair existing building elements damaged during Contractor's Scope of work.
8. Contractor shall maintain an accurate set of As-Built Drawings throughout the duration of the project and submit to the Construction Manager at the completion of the project.

Exhibit C Facility Work Requirements

DHS WRC Cottage Storm Damage Roof Replacements
Woodward Resource Center

Due WEDNESDAY, SEPTEMBER 23, 2020 at 2:00p.m. (CT)

WORK HOUR RESTRICTIONS

1. Allowable work hours are from 6:00 AM to 8:00 PM, 7 days per week.

CONTRACTOR USE OF SITE AND PREMISES

1. Construction Operations: Limited to areas noted on Drawings.
2. Provide access to and from site as required by law and Owner:
 - a. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - b. Do not obstruct roadways, sidewalks, or other public ways without permission of Owner and permit if required.
3. Facility will be occupied at all times during duration of work. Contractor personnel shall conduct themselves in an agreeable manner at all times. Failure to do so may result in removal from the work site.
4. The contractor shall identify their work zones with a barrier such as caution tape to help delineate the construction areas from public areas.

OWNER OCCUPANCY

1. Owner intends to occupy the Project throughout construction.
2. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
3. Schedule the Work to accommodate Owner occupancy.

RULES FOR CONSTRUCTION WORKERS

1. The staff of the State of Iowa has a responsibility to protect the public by providing a secure environment. All work site rules must always be followed.
2. All construction workers must have a background check completed prior to entering the campus to perform work. There is no cost to the Contractor for them.
3. WRC issued identification badges shall always be worn by each individual.
4. All State properties are tobacco free. No smoking will be permitted or tolerated on campus unless in designated areas.
5. Contractors are permitted access only to the work site and no other area of the Resource Center.
6. No drugs, alcohol, or firearms are allowed on the work site.
7. Do not leave money, drugs, alcohol, or firearms in your personal vehicle.
8. Company and personal vehicles are to be parked and locked in designated or authorized area of the work.
9. Maintain control of all tools, supplies, and debris always. All tools must always be accounted for and secured at the end of each shift.
10. All vehicles must be locked when unoccupied and the windows left open no more than 1-inch.
11. Do not give anything to residents or take anything from residents; if they offer, inform your supervisor.
12. Ladders and scaffolding must be taken down when not in use and at the end of each shift.
13. Fuel cans are always to be secured.

SECTION 00 0107

SEALS PAGE

I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge.

Discipline: Architecture

Stamp:

Company Name: Shive-Hattery, Inc.

Address: 4125 Westown Pkwy, Suite 100
West Des Moines, IA 50266

Telephone: 515.223.8104

Signature: _____

Name: Phillip J. Parrott

Responsibility: Divisions 02, 06, and 07

License#: 03601

Renewal Date: June 30, 2021

END OF SECTION

SECTION 02 2225
ROOF DEMOLITION AND CLEANUP

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Selective demolition includes, but is not necessarily limited to, selective removal and subsequent off-site disposal of items indicated or noted on the drawings such as the following, which are not listed in any order of priority or sequence:
 - 1. Existing roof systems.
 - 2. Existing roof-related sheet metal.

1.2 SUBMITTALS

- A. Submit schedules, permits, and existing conditions documentation in accordance with Div. 01.
- B. Schedule indicating proposed sequence of operations for selective demolition work to Architect/ Engineer for review prior to start of work. Include coordination for shutoff, capping, and continuation of utility services as required, together with details for dust and noise control protection.
- C. Contractor is invited to submit photographs of existing conditions of structure, surfaces, equipment, and adjacent improvements that might be assumed as damage related to removal operations. File with Owner's representative prior to start of work.
- D. Permits and notices authorizing demolition, if required.

1.3 JOB CONDITIONS

- A. Occupancy: Owner will be continuously occupying areas of the building immediately adjacent to or beneath areas of selective demolition. Conduct selective demolition work in a manner that will minimize need for disruption of Owner's normal operations. Provide minimum of 72 hours advance notice to Owner of demolition activities which will substantially impact Owner's normal operations.
- B. Conditions of Structure: Owner assumes no responsibility for actual condition of construction items to be demolished.
- C. Provide for the cleanup of excess materials, equipment, tools, construction debris, etc., as required to maintain the project site in a neat and orderly fashion.

1.4 PROTECTIONS

- A. Provide temporary barricades and other forms of protection as required to protect Owner's personnel and general public from injury due to selective demolition work.
- B. Provide protective measures as required to provide free and safe passage to Owner's personnel and general public to and from occupied portions of the building.
- C. Erect temporary covered passageways as required by authorities having jurisdiction.
- D. Protect from damage existing finish work that is to remain in place and/or becomes exposed during demolition operations.

- E. Protect floors and roofs with suitable coverings.
- F. Remove protections at completion of selective demolition work.
- G. Provide for the proper disposal of all existing materials designed to be removed in the specifications or on the drawings.

1.5 SCHEDULING

- A. Coordinate the roof preparation work with the new roofing work in such a manner as to keep the new insulation and roofing materials, building, and building interior absolutely dry and watertight.
- B. Coordinate all work with the Owner to minimize any disruptions of the Owner's operations.

1.6 DISPOSAL

- A. All debris shall be stored in containers approved by the Owner's Representative, and removed from the roof on a daily basis.
- B. Keep Owner's property clean of any construction debris.

1.7 MISCELLANEOUS

- A. Damages: Promptly repair damages caused to adjacent facilities by demolition work, at no cost to Owner.
- B. Traffic: Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with streets, walks, parking facilities and other adjacent occupied or used facilities.
- C. Do not close, block or otherwise obstruct streets, walks or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- D. Utility Services: Maintain existing interior and exterior utilities not indicated to be removed or relocated, keep in service, and protect against damage during demolition operations. Do not interrupt existing utilities serving occupied or used facilities except when authorized in writing by authorities having jurisdiction.
- E. Owner reserves the right to claim salvage. Contractor shall stockpile identified materials for pickup by Owner.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 PREPARATION

- A. Cover and protect facilities to remain from soiling or damage when demolition work is performed.
- B. Provide appropriate temporary signage including signage for exit or building egress.
- C. Contractor shall restore to original condition any damage caused during work performed in this section.
- D. Keep roof surface clean of any debris that might prevent proper drainage.

- E. At start of each work day, drains located within daily work area shall be temporarily plugged to prevent debris from falling into the drain. Plugs to be removed at the end of each work day.

3.2 DEMOLITION

- A. Perform selective demolition work in a systematic manner. Use acceptable methods as required to complete demolition work indicated on the drawings in accordance with governing regulations.
- B. All debris shall be removed from the rib openings of metal decking, and the roof deck shall be broom cleaned prior to the start of new roof system installation.
- C. If unanticipated mechanical, electrical or structural elements which conflicts with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Architect/Engineer in written, accurate detail. Pending receipt of information from Architect /Engineer, rearrange selective demolition schedule as necessary to continue overall job progress without delay.

3.3 DISPOSAL OF DEMOLISHED MATERIALS

- A. Contractor may retain and remove from the premises items considered of salvageable value.
- B. Remove all other materials resulting from demolition operations, including debris and rubbish, from the building site. Transport and legally dispose of materials off site. Disposal of debris shall take place on a daily basis.
- C. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws and ordinances concerning removal, handling and protection against exposure or environmental pollution.
- D. Burning of materials will not be permitted on project site.

3.4 CLEAN UP

- A. Throughout the duration of the project, retain all stored materials and equipment in an orderly arrangement allowing maximum access, not impeding drainage or traffic and providing the required protection of materials.
- B. Weekly, and more often if necessitated by job conditions, Contractor shall inspect all arrangements of materials stored on site and restack, tidy and resecure as required.
- C. Contractor shall clear the construction areas and shall provide for the removal from the project site of all their construction debris. Contractor shall not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this work. Contractor shall provide storage of all items awaiting removal from the project site, observing all requirements for fire protection and protection of the surrounding site.
- D. Daily, and more often if necessitated by job conditions, Contractor shall inspect the site and pick up all scrap, debris, and waste material. Contractor shall remove such items promptly, leaving the construction area and site clean daily.
- E. Contractor shall be responsible to assure that subcontractors have properly removed and disposed of all debris relating to their contract.
- F. At least twice each month, and more often if directed by the Owner, Contractor shall completely remove all scrap, debris, and waste material from the project site. Contractor shall maintain the site in a neat and orderly condition at all times.

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- G. At the completion of the contract, Contractor shall remove from the project site all equipment, tools, excess materials, etc., related to their contract. Contractor shall be responsible to assure that subcontractors have properly removed from the project site all equipment, tools, excess materials, etc., related to their contract.
- H. Contractor shall be responsible for returning all areas set aside for staging and storage to their original condition.
- I. Contractor shall repair damage and remove stains caused by work in this specification from walls, walkways, and driveways.

END OF SECTION

SECTION 06 1000
ROUGH CARPENTRY - REROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Work includes installing all wood nailers and plywood as required or indicated on the drawings. This shall also include removal and replacement of deteriorated nailers as directed by the Owner's Representative.

1.2 QUALITY ASSURANCE

- A. Qualifications of Workers: Provide sufficient workers and supervisors who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of construction involved and the materials and techniques specified.
- B. Rejections: In acceptance or rejection of rough carpentry, the Owner will make no allowance for lack of skill on the part of workers.
- C. Standards for lumber shall comply with PS-20.
- D. Standards for plywood shall comply with PS-1.
- E. Grading Requirements
 - 1. All materials with nominal thickness of 3" or less shall be kiln dried. Moisture content shall not exceed 19%, or 15% for preservative pressure treated wood.
 - 2. Grade and trademark will be required on each piece of lumber (or bundle in bundled stock). Use only the recognized official marks of association under whose rules it is graded. Grade and trademarks will not be required if each shipment is accompanied by certificate of inspection issued by association.
 - 3. Lumber shall be sound, thoroughly seasoned and free from warp that cannot be corrected in process of bridging or nailing. Woodwork exposed to view on outside of building or in finished interior spaces shall be dressed.

1.3 SUBMITTALS

- A. Submit shop drawings in accordance with Div 01.
- B. Product Data:
 - 1. Most recent copy of manufacturer's literature applicable to products and specifications to be used.
 - 2. Complete material list of all items proposed to be furnished and installed under this section.

1.4 DELIVERY STORAGE AND HANDLING

- A. Store all materials up, off of the roof deck or ground, and covered with a weatherproof covering anchored sufficiently so as to resist wind blow-off.
- B. Keep all materials clearly identified with all grade marks legible. Keep all damaged material clearly identified as damaged and stored separately to prevent its inadvertent use.

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- C. Do not allow installation of damaged or otherwise non-complying material.
- D. In the event of damage, immediately make all necessary repairs and replacements to the approval of and at no additional cost to the Owner.

PART 2 PRODUCTS

2.1 NAILERS

- A. All nailers are to be No. 2 or better.
- B. Size to be as indicated on the drawings. Minimum size to be 1" x 4".
- C. Provide dressed lumber, S4S, unless otherwise indicated.

2.2 PLYWOOD

- A. All plywood is to be minimum ½", APA Rated Exterior, Structural 1. Only waterproof glue is acceptable.
 - 1. Contractor shall include three (3) sheets of 4'x8' plywood for each building in their bids for buildings 202 Pine St. and 105 Cherry Ln.
 - 2. Contractor shall include six (6) sheets of 4'x8' plywood for each building in their bids for buildings 108 Franklin St.

2.3 FASTENERS

- A. All fasteners must be carbon steel with corrosion-resistant coating. Fasteners shall meet FM 4470.
- B. Masonry/Concrete Fasteners
 - 1. Corrosion-resistant, threaded fastener with low profile head.
 - 2. Fastener to be Factory Mutual approved.
 - 3. Approved Products
 - a. Tapcon Flat-Head Phillips by ITW Buildex
 - b. Confas by Construction Fasteners, Inc.
 - 4. Fasteners to be nominal ¼" thickness minimum and of sufficient length to penetrate into steel ½" and wood 1".
- C. Steel/Wood Fasteners
 - 1. Corrosion-resistant, self-tapping, self-drilling screw with low profile head.
 - 2. Fastener to be Factory Mutual approved
 - 3. Approved Products
 - a. Roof Grip by ITW Buildex with Climaseal Coating
 - b. Dekfast by Construction Fasteners, Inc., with Senti Coating
 - c. Standard roofing fastener with CR-10 coating by Olympic Manufacturing Group, Inc.

PART 3 EXECUTION

3.1 NAILERS

- A. Nailers are to be installed as per detail drawings.
- B. Discard units of material with defects that might impair quality of work and units that are too small to use in fabricating work with minimum joints or optimum joint arrangement.
- C. Set nailers to required levels and lines with members plumb and true.
- D. All perimeter nailers shall be of uniform height within a given roof section.
- E. Nailers shall be anchored to resist a pull of 175 lbs./foot in any direction.
- F. Fasteners are to be spaced a maximum of 12" o.c. staggered.
- G. Nailers are to be installed with 1/4" gap between ends of adjoining pieces.

3.2 PLYWOOD

- A. Plywood is to be installed as per detail drawings.
- B. Plywood joints must be true and well fitting, allowing for expansion and contraction. Allow 1/8" at end and edge joints.
- C. Plywood fasteners are to be a maximum grid pattern of 18" o.c.

3.3 CLEANUP

- A. Refer to Section 02 2225 – ROOF DEMOLITION AND CLEANUP.

END OF SECTION

SECTION 07 3113
ASPHALT SHINGLES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Asphalt shingle roofing, with perimeter underlayment; eave, valley, hip and ridge protection; and associated protective flashings.

1.2 REFERENCES

- A. ASTM D 225 - Asphalt Shingles Surfaced with Mineral Granules
- B. ASTM D 226 - Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- C. ASTM D 4586 - Asphalt Roof Cement, Asbestos Free
- D. ASTM D3462 – Asphalt Shingles Made From Glass Felt and Surfaces with Mineral Granules.
- E. UL 2218 – Standard for Safety for Impact Resistance of Prepared Roof Covering Materials.
- F. NRCA - Steep Roofing Manual

1.3 SYSTEM DESCRIPTION

- A. The work of this project is identified as follows:
 - 1. 108 Franklin St.: Install ice and water barrier along the eave edges, centered on the ridge, centered in the valleys, around penetrations, and along the walls. Stagger fasten one (1) layer of synthetic felt 1'-0" o.c. Install shingle roof system, mechanically fastened to the wood deck as required by manufacturer to achieve UL-790.
 - 2. 202 Pine St.: Install ice and water barrier along the eave edges, centered on the ridge, centered in the valleys, around penetrations, and along the walls. Stagger fasten one (1) layer of synthetic felt 1'-0" o.c. Install shingle roof system, mechanically fastened to the wood deck as required by manufacturer to achieve UL-790.
 - 3. 105 Cherry Ln.: Install ice and water barrier along the eave edges, centered on the ridge, centered in the valleys, around penetrations, and along the walls. Stagger, fasten one (1) layer of synthetic felt 1'-0" o.c. Install shingle roof system, mechanically fastened, to the wood deck as required by manufacturer to achieve UL-790.

1.4 SUBMITTALS

- A. Product data for each type of product specified, including details of construction relative to materials, dimensions of individual components, profiles, textures and colors.
- B. Samples for Architect/Engineer's selection in form of manufacturer's sample finishes showing full range of colors and profiles available.

1.5 QUALITY ASSURANCE

- A. Asphalt Shingle Manufacturing Standards Compliance: Provide an evaluation report verifying each bundle of asphalt shingles used passes ASTM-D 3462 Asphalt Shingles Made From Glass Felt and Surfaced with Mineral Granules.

- B. Fire-Test-Response Classification: Where products with a fire-test-response classification are indicated, provide asphalt shingles identical to those tested according to ASTM E 108 Class "A" or UL 790 or Class "A" and listed by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify each bundle of asphalt shingles with appropriate markings indicating fire-test-response classification of applicable testing and inspecting agency.
- C. Wind-Resistance-Test Characteristics: Where wind-resistant asphalt shingles are indicated, provide products identical to those tested according to ASTM D 3161 and passed. Identify each bundle of asphalt shingles with appropriate markings or applicable testing and inspecting agency.
- D. Impact Resistance-Test Characteristics: Where impact resistant asphalt shingles are indicated, provide product identical to those tested according to UL 2218 class rating 3 or 4 and passed. Identify each bundle of asphalt shingles with appropriate markings or applicable testing and inspecting agency.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to project site in manufacturer's unopened bundles or containers with labels intact.
- B. Handle and store materials at project site to prevent water damage, staining, or other physical damage. Store roll goods on end. Comply with manufacturer's recommendations for jobsite storage, handling and protection.

1.7 JOB CONDITIONS

- A. Weather Limitations: Proceed with installing asphalt shingles only when existing and forecasted weather conditions will permit work to be performed according to manufacturers' recommendations and warranty requirements, and when substrate is completely dry.

1.8 WARRANTY

- A. Special Project Warranty: Submit a written warranty, executed by the shingle manufacturer, agreeing to repair or replace asphalt shingles that fail in materials or workmanship within specified warranty period. Failures include, but are not limited to, deformation or deterioration of shingles beyond normal weathering. This warranty shall be in addition to, and not a limitation of, other rights the Owner may have against the Contractor under the Contract Documents.
 - 1. Manufacturer warranty period for shingles is **forty (40) years** after date of Substantial Completion.
 - 2. Manufacturer warranty period for underlayments (includes synthetic felt and ice & water barrier) is a minimum of **thirty (30) years** after date of Substantial Completion
 - 3. Contractor warranty period is **one (1) year** after date of Substantial Completion.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with requirements shown on the drawings and specified, provide asphalt shingles produced by one of the following:
 - 1. Owens Corning Duration STORM; Color: Brownwood.

2. GAF Building materials "Timberline ArmorShield II." Color: Hickory
3. Pre-approved equivalent.

2.2 ASPHALT SHINGLES

- A. Square-Tab Strip Shingles: UL Class "A" fire-test-response classification; Heavy Weight: Mineral-surfaced, self-sealing, architectural asphalt fiberglass shingles complying with ASTM D 3018, Type 1 and ASTM D 3462, UL 2218 class 3 or 4, and passing wind-resistance-test requirements of ASTM D 3161. (Owner wants to retain six (6) bundles of shingles).
- B. Hip and ridge shingles shall be manufacturer's standard factory precut units to match shingles.

2.3 ACCESSORIES

- A. Felt Underlayment: Synthetic felt complying with ASTM D 226 and D4869.
 1. Deck Defense – Owens Corning
 2. Tiger Paw – GAF Building Materials
 3. Pre-approved equivalent
- B. Perimeter Underlayment: Smooth-faced polyethylene-sheet-backed rubberized asphalt membrane, not less than 40 mils thick. Provide primer when recommended by underlayment manufacturer. Available products include:
 1. Weather Lock Mat - Owens Corning
 2. Storm Guard – GAF Building Materials
 3. Pre-approved equivalent
- C. Nails: Hot-dip galvanized steel, 11- or 12-gauge, sharp-pointed, conventional roofing nails with barbed shanks, minimum 3/8-inch diameter head, and of sufficient length to penetrate 3/4-inch into solid decking or to penetrate through plywood sheathing by 1/8" minimum. Material of nails in contact with flashing shall match materials selected for flashing to prevent galvanic action.
- D. Metal Drip Edge: Minimum .017" - 25 GA Prefinished Aluminum; sheet brake-formed to provide 3" minimum roof deck flange and 2½" fascia flange with 3/8" drip at lower edge. Furnish in lengths of 8 or 10 feet.
- E. Asphalt Plastic Cement: Non-asbestos fibrated asphalt cement complying with ASTM D 4586, designed for trowel application.
- F. Ridge Vent: Installed per ridge vent manufacturer's installation requirements.
 1. Vent Sure 4 foot strip heat and moisture ridge vents with weather protector moisture barrier by Owen's Corning.
 2. Cobra Snow Country by GAF Building Materials.
 3. Lomanco OmniRoll Model OR4-S manufactured by Lomanco.
 4. Pre-approved equivalent
- G. Static Roof Vents: Installed per static roof vent manufacturer's installation requirements. Vent shall be constructed of metal with a minimum net free air of 30 inches squared.

1. Lomanco 730 as manufactured by Lomanco.
2. Pre-approved equivalent

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine substrate for compliance with requirements for substrates, installation tolerances, and other conditions affecting performance of work of this section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrates of projections and substances detrimental to application. Cover knotholes or other minor voids in substrate with sheet metal flashing secured with noncorrosive roofing nails.
- B. Coordinate installation with flashings and other adjoining work to ensure proper sequencing. Do not install roofing materials until all vent stacks and other penetrations through roof sheathing have been installed and are securely fastened against movement.

3.3 INSTALLATION

- A. Comply with manufacturer's instructions and recommendations, but not less than recommended by "The NRCA Steep Roofing Manual."
- B. Felt Underlayment: Apply one layer of felt underlayment horizontally over entire surface to receive asphalt shingles, lapping succeeding courses a **minimum of 6 inches**. Underlayment end laps shall be lapped a **minimum of 12 inches**. Fasten felt with sufficient number of plastic cap nails to hold underlayment in place until asphalt shingle application.
- C. Perimeter Underlayment: Apply minimum 36" wide layer of perimeter underlayment at eaves, hips, and ridge.
- D. Install asphalt shingles beginning at lower end and with a starter strip of roll roofing or inverted shingles with tabs removed. Fasten shingles in pattern, with weather exposure, and using number of fasteners per shingle as recommended by manufacturer. Use vertical and horizontal chalk lines or premarked underlayment to ensure straight coursing.
- E. Cut and fit asphalt shingles at ridges and edges to provide maximum weather protection. Provide same weather exposure at ridges as specified for roof. Lap shingles at ridges to shed water away from direction of prevailing wind. Fasteners at ridges shall be of sufficient length to penetrate sheathing as specified.
- F. **Shingles shall be nailed, not stapled.**
- G. Metal flashings are specified in Section 07 6200. Install metal flashing as specified and indicated, and in accordance with details and recommendations of the "Asphalt Roofing" section of "The NRCA Steep Roofing Manual."
- H. Install shingles over ridge vents according to manufacturer's instructions.

3.4 ADJUSTING

- A. Replace any damaged materials installed under this Section with new materials meeting specified requirements.

END OF SECTION

SECTION 07 6200
SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Provide sheet metal flashing systems, complete, in-place as detailed on the drawings and as specified herein. This section includes sheet metal flashing and trim in the following categories:
 - 1. Roof Drainage Systems
 - 2. Exposed Trim and Fascia
 - 3. Copings
 - 4. Metal Counterflashings
 - 5. Reglets

1.2 REFERENCES

- A. ASTM A446-91 Specification for Steel Sheet, Zinc Coated (Galvanized) by Hot Dip
- B. ASTM B209-92 Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- C. FM (Factory Mutual) Loss Prevention Data Sheet 1 - 49.
- D. FS QQ-L-201 Specification for Lead Sheet.
- E. SMACNA Architectural Sheet Metal Manual.

1.3 SYSTEM DESCRIPTION

- A. Pre-finished aluminum at all locations noted in the drawings. Color shall be selected by the Owner.

1.4 SUBMITTALS

- A. Submit under the general provisions of these specifications.
- B. Manufacturer's Product Data
 - 1. Metal material characteristics and installation recommendations.
 - 2. Color chart for pre-finished metal. For acceptable manufacturers other than Petersen Aluminum Corporation, submit color chart prior to material ordering and/or fabrication so that equivalent colors to those specified can be approved.
- C. Shop drawings
 - 1. For manufactured and shop-fabricated gravel stops, fascias, copings, and all other sheet metal fabrications.
 - 2. Show profile, joint details, corner details, and types and locations of fasteners.
 - 3. Indicate type, gauge and finish of metal.

1.5 QUALITY ASSURANCE

A. Reference standards

1. Comply with details and recommendations of the latest edition of the Architectural Sheet Metal Manual for workmanship, methods of joining, anchorage, provisions for expansion, etc.
2. Factory Mutual loss prevention data sheet 1-28, Windstorm Resistance, 1-90 minimum

1.6 WARRANTY

- A. Pre-finished metal material shall require a written **20-year non-prorated warranty** covering fade, chalking and film integrity. The material shall not show a color change greater than 5 NBS color units per ASTM D2244, or chalking excess of 8 units per ASTM D659. If either occurs, material shall be replaced per warranty at no cost to the Owner.
- B. The Contractor shall provide the Owner with a notarized written warranty assuring all sheet metal work, including caulking and fasteners, to be water-tight and secure for a period of **one (1) year** from the date of final acceptance of the building. Warranty shall include all materials and workmanship required to repair any leaks that develop, and make good any damage to other work or equipment caused by such leaks or the repairs thereof. Refer to the sample warranty at the end of the roof membrane section.

PART 2 PRODUCTS

2.1 APPROVED EQUIVALENT

- A. Contractor must submit to the architect/engineer a minimum of five days before the bid date any product not specified in order for product to be considered for approval. The architect/engineer will notify contractor, in writing, of decision to accept or reject request. Reference general provisions for substitution submittal requirements.

2.2 METAL FLASHING

A. Pre-finished Aluminum;

1. Acceptable Manufacturers.
 - a. ColorKlad as manufactured by Vincent Metals.
 - b. Pac-Clad as manufactured by Petersen Aluminum Corporation.
 - c. Approved equivalent.
2. Materials used to fabricate items including, but not limited to, scuppers, gutters, exposed trim, gravel stop, fascia, copings, counterflashings, and curb flashings shall have the following characteristics:
 - a. Material shall be .017" - 25 gauge (or the gauge as noted on the drawings) hot-dipped galvanized steel (AISI G90), primed and finished one side with 70% Kynar 500 resin based fluoropolymer coating 1.0 ± 0.1 mil dry film thickness.
3. A wash coat of 0.3 – 0.4 mil dry film thickness shall be applied to the reverse side.

4. The pre-painted finished side shall be coated with a factory installed strippable film for protection of the finished surface during shipping, fabrication, and installation. Plastic film must be removed immediately after installation.
5. Colors shall be as specified
6. Thickness shall be .017" - 25 gauge (or the gauge as noted on the drawings) and shall increase in thickness as recommended by metal manufacturer as face height increases.

2.3 FASTENERS

- A. Stainless steel screws with EPDM washers of appropriate length and gauge, as recommended by metal manufacturer.
- B. Material fasteners shall match that of metal which it secures (i.e. for aluminum – aluminum fasteners, etc.)
- C. Fastening shall conform to Factory Mutual I-90 requirements or as stated on section details, whichever is more stringent.

2.4 SHEET METAL GRAVEL STOPS AND FASCIA

- A. Material as noted in details.
- B. Accessories: Joint covers, corners, supports, strip flashing at joinings, fastenings, and other accessories shall be included.

2.5 COPINGS, JOINT COVERS, AND COUNTERFLASHINGS

- A. Material as noted in details.
- B. Copings shall be provided with factory fabricated welded water-tight coping accessories such as miters, transitions, endcaps, etc., and finished to match coping system.
- C. Accessories: Joint covers, corners, supports, strip flashing at joinings, fastening, and other accessories shall be included.

2.6 GUTTERS AND DOWNSPOUTS

- A. Material as noted in the details.
- B. Accessories: Joint covers, corners, supports, strip flashing at joints, fastening, and other accessories shall be included.
- C. Gutter Screen
 1. Acceptable Manufacturers: Install gutter guard per the manufacturer's installation requirements.
 - a. Bulldog Gutter Guard by Lansing Gutter Systems, www.bulldoggutterguard.com
 - b. Pre-approved equivalent

2.7 TERMINATION BARS

- A. Shall be aluminum unless otherwise recommended by membrane manufacturers.
- B. Material shall be .125" x 1" (minimum) aluminum conforming to ASTM B221, mill finish. Bar shall have caulk cup as required.

**SHEET METAL FLASHING AND
TRIM**

2.8 ACCESSORIES

- A. Elastomeric Sealant: Generic type recommended by sheet metal manufacturer and fabricator of components being sealed and complying with requirements for joint sealants as specified in Division 7 Section "Joint Sealants."
- B. Paper Slip Sheet: 5-lb/square red rosin, sized building paper conforming to FS UU-B-790, Type I, Style Ib.
- C. Metal Accessories: Provide sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of Work, matching or compatible with material being installed; noncorrosive; size and thickness required for performance.

2.9 FABRICATION, GENERAL

- A. Sheet Metal Fabrication Standard:
 - 1. Fabricate sheet metal flashing and trim to comply with recommendations of the latest edition of the Architectural Sheet Metal Manual that apply to the design, dimensions, metal, and other characteristics of the item indicated.
- B. Shop Fabrication
 - 1. Comply with details shown to fabricate sheet metal flashing and trim that fit substrates and result in waterproof and weather-resistant performance once installed. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 - 2. Form exposed sheet metal Work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems.
- C. Seams:
 - 1. Space joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Provide joint details in compliance with the recommendations of the latest edition of the Architectural Sheet Metal Manual for the thickness, girth, and type of metal.
- D. Dissimilar Metals
 - 1. Separate flashings from non-compatible metal or corrosive substrates by coating concealed surfaces at locations of contact with asphalt mastic or other permanent separation as recommended by manufacturer and compatible with all substrates.
- E. Attachment:
 - 1. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of sheet metal exposed to public view.
 - 2. Fabricate cleats and attachment devices from same material as sheet metal component being anchored or from compatible, noncorrosive metal recommended by sheet metal manufacturer.
 - 3. Size cleats as recommended by of the latest edition of the Architectural Sheet Metal Manual or sheet metal manufacturer for application but never less than thickness of metal being secured.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions under which sheet metal flashing and trim are to be installed and verify that Work may properly commence. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. General:

1. Unless otherwise indicated, install sheet metal flashing and trim to comply with performance requirements, manufacturer's installation instructions, and the recommendations of the latest edition of the Architectural Sheet Metal Manual. Anchor units of Work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install Work with laps, joints, and seams that will be permanently watertight and weatherproof.
2. Install exposed sheet metal Work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance. Verify shapes and dimensions of surface to be covered before fabricating sheet metal.
3. Roof-Edge Flashing: Secure metal flashing at roof edges according to FM Loss Prevention Data Sheet 1-49 for specified wind zone.
4. In locations where roof perimeter fascia exceeds a vertical face height of 8", fascia shall be installed with formed angles in the face to add rigidity and reduce out of flat appearance. Where vertical face height exceeds 12", a minimum of two formed angles shall be provided.
5. Expansion Provisions: Provide for thermal expansion of exposed sheet metal Work. Space movement joints at maximum of 10 feet with no joints allowed within 24 inches of corner or intersection.
 - a. Where lapped or bayonet-type expansion provisions in Work cannot be used or would not be sufficiently weatherproof and waterproof, form expansion joints of intermeshing hooked flanges, not less than one inch deep, filled with mastic sealant (concealed within joints).
6. Sealed Joints: Form non-expansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards. Fill joint with sealant.
7. Seams: Fabricate non-moving seams in sheet metal with flat-lock seams. Tin edges to be seamed, form seams, and solder.
8. Separations: Separate metal from non-compatible metal or corrosive substrates by coating concealed surfaces, at locations of contact, with asphalt mastic or other permanent separation as recommended by manufacturer that is compatible with all surfaces.
 - a. Underlayment: Where installing stainless steel or aluminum directly on cementitious or wood substrates, install a slip sheet of red-rosin paper and a course of polyethylene underlayment.

**SHEET METAL FLASHING AND
TRIM**

- b. Bed flanges of Work in a thick coat of roofing cement where required for waterproof performance.
- 9. Counterflashings: Coordinate installation of counterflashings with installation of assemblies to be protected by counterflashing. Install counterflashings in reglets or receivers. Secure in a waterproof manner by means of snap-in installation and sealant, lead wedges and sealant, interlocking folded seam, or blind rivets and sealant. Lap counterflashing joints a minimum of 2 inches and bed with sealant.
- 10. Roof-Drainage System: Install drainage items fabricated from sheet metal, with straps, adhesives, and anchors recommended by SMACNA's Manual or the item manufacturer, to drain roof in the most efficient manner. Coordinate roof-drain flashing installation with roof-drainage system installation. Coordinate flashing and sheet metal item for steep-sloped roofs with roofing installation.
- 11. Equipment Support Flashing: Coordinate equipment support flashing installation with roofing and equipment installation. Weld or seal flashing to equipment support member.
- 12. Roof-Penetration Flashing: Coordinate roof-penetration flashing installation with roofing and installation of items penetrating roof. Install flashing as follows:
 - a. Turn lead flashing down inside vent piping a minimum of one inch, being careful not to block vent piping with flashing.
 - b. Seal and clamp flashing to pipes penetrating roof, other than lead flashing on vent piping.

3.3 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.
- B. Provide final protection and maintain conditions that ensure sheet metal flashing and trim Work during construction is without damage or deterioration other than natural weathering at the time of Substantial Completion.

END OF SECTION

**SECTION 07 9200
JOINT SEALANTS**

PART 1 GENERAL

1.1 WORK INCLUDES

- A. Provide caulking and sealant systems for all joints shown on the drawings or as specified herein to provide a positive barrier against passage of air and moisture.
- B. Areas to be caulked and sealed include:
 - 1. All openings and joints as shown on the drawings, and all joints which normally require caulking, include but not being limited to the following:
 - a. Joints between flashing and brick or coping stone.
 - b. Metal roof flashing.

1.2 REFERENCES

- A. ANSI/ASTM D1056 - Flexible Cellular Materials: Sponge or Expanded Rubber.
- B. ASTM C834 - Latex Sealing Compounds.
- C. FS TT-S-00227 - Sealing Compound: Elastomeric Type, Multi-Component.
- D. FS TT-S-00230 - Sealing Compound: Elastomeric Type, Single Component.
- E. FS TT-S-001543 - Sealing Compound: Silicone Rubber Base.
- F. SWI (Sealing and Waterproofers Institute) - Sealant and Caulking Guide Specifications.

1.3 SUBMITTALS

- A. Submit under provisions of Division 01.
- B. All submittals shall be subject to Owner's review and approval.
- C. Submit product data indicating sealant chemical characteristics, performance criteria, limitations, and color availability.
- D. Submit two sets of samples illustrating manufacturer's full range of colors for selection, if specifically requested by Architect/Engineer. Color to closely match color of surface to which it is applied.
- E. Submit manufacturer's installation instructions.
- F. Submit manufacturer's certificate that products meet or exceed specified requirements.
- G. Submit manufacturer's standard ten-year warranty under the provisions of Div. 01. Include coverage of installed sealants and accessories against failure to achieve airtight or watertight seal or loss of adhesion, cohesion, or color stability.

1.4 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in manufacturing the products specified in this Section with minimum three years documented experience.
- B. Conform to Sealant and Waterproofer's Institute and manufacturer's requirements for installation.

1.5 FIELD SAMPLES

- A. Submit under provisions of Division 01.
- B. Construct field sample, ten lineal feet minimum, illustrating sealant type, color, and tooled surface.
- C. Locate where directed.
- D. Accepted sample may remain as part of the work.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original unopened packages with manufacturer's labels, instructions and product identification (and lot) numbers intact and legible.
- B. Store materials protected from the weather, in original containers or unopened packages, in accordance with manufacturer's instructions.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Do not install solvent-curing sealants in enclosed building spaces.
- B. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.8 SEQUENCING AND SCHEDULING

- A. Coordinate work under provisions of Division 01.
- B. Coordinate the work of this Section with all sections referencing this Section.

PART 2 PRODUCTS

2.1 ONE - PART NON - SAG POLYURETHANE SEALANT

- A. Materials
 - 1. FS TT-S-000230C, ASTM C920, Type S, Type II - non-sag, Class A; color as selected.
- B. Products
 - 1. Sonolastic NP 1; Sonneborn Building Products Division, Rexnord Chemical Products, Inc. Color to be chosen from Sonneborn "Rainbow of Colors".
 - 2. Chem-Calk 900; Bostik Construction Products Division
 - 3. Dynatrol I; Pecora Corporation
 - 4. Sikaflex IA; Sika Corporation
 - 5. Vulkem 116; Mameco International, Inc.

- 6. Pre-approved equivalent

2.2 ACCESSORIES

- A. Backer Rod: Open cell polyurethane foam or closed cell polyethylene foam, compatible with sealant, sized and shaped to provide proper compression upon insertion in accordance with manufacturer's recommendations.
- B. Bond Breaker: Pressure sensitive adhesive polyethylene, TEFLON or polyurethane foam tape.
- C. Masking Tape: Pressure sensitive adhesive paper tape.

2.3 OTHER MATERIALS

- A. All other materials not specifically described but required for complete and proper caulking and installation of sealants, shall be first quality of their respective kinds, new, and as selected by the Contractor subject to the approval of the Architect/Engineer.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces and joint openings are ready to receive work and field measurements as shown on drawings and recommended by the manufacturer.
- B. Beginning of installation means installer accepts existing surfaces.

3.2 PREPARATION

- A. Clean and prime joints in accordance with manufacturer's instructions.
- B. Remove loose materials and foreign matter which might impair adhesion of sealant.
- C. All surfaces in contact with sealant shall be dry, sound, well-brushed, and wiped free from dust.
- D. Use solvent to remove oil and grease, wiping the surfaces with clean rags.
- E. Where surfaces have been treated, remove the surface treatment by wire brushing.
- F. Remove all laitance and mortar from the joint cavity.
- G. Verify that joint backing and release tapes are compatible with sealant.
- H. Protect elements surrounding the work of this Section from damage or disfiguration.

3.3 INSTALLATION

- A. Install sealant in accordance with manufacturer's instructions.
- B. Measure joint dimensions and size materials to achieve required width/depth ratios.
- C. Install joint backing to achieve a neck dimension no greater than 1/2 the joint width, 1/4" minimum depth, 1/2" maximum depth, unless otherwise specifically allowed by sealant manufacturer. Avoid stretching, twisting, or braiding the backer rod.
- D. Install bond breaker where joint backing is not used.
- E. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.

- F. Apply sealant under pressure with hand or power-actuated gun.
- G. Guns shall have nozzle of proper size and shall provide sufficient pressure to completely fill joints as designed.
- H. Thoroughly and completely mask all joints where the appearance of sealant on adjacent surfaces would be objectionable.
- I. Install the sealant in strict accordance with the manufacturer's recommendations, thoroughly filling all joints to the recommended depths.
- J. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- K. Tool joints concave.

3.4 CLEANING AND REPAIRING

- A. Clean work under provisions of Division 01.
- B. Remove masking tape immediately after joints have been tooled.
- C. Clean adjacent surfaces free from sealant as the installation progresses.
- D. Use solvent or cleaning agent as recommended by the sealant manufacturer.
- E. Repair or replace defaced or disfigured finishes caused by work of this Section.

3.5 PROTECTION OF FINISHED WORK

- A. Protect finished installation under provision of Division 01.
- B. Protect sealants until cured.

END OF SECTION



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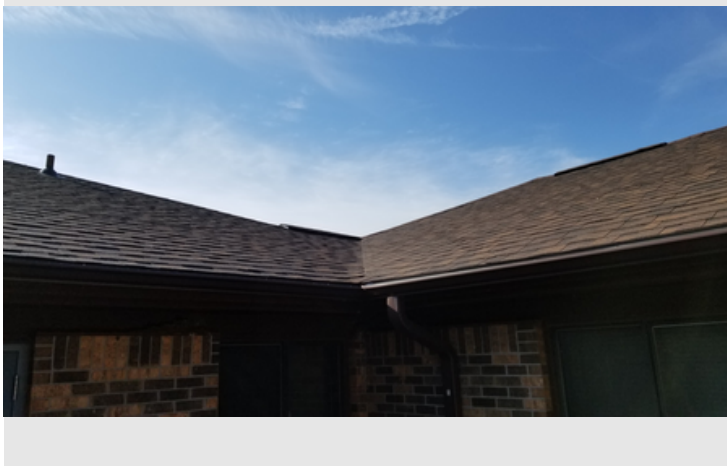
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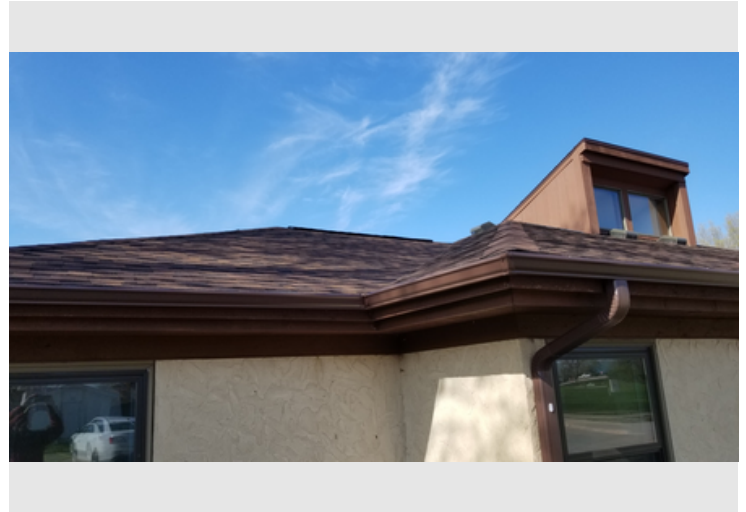
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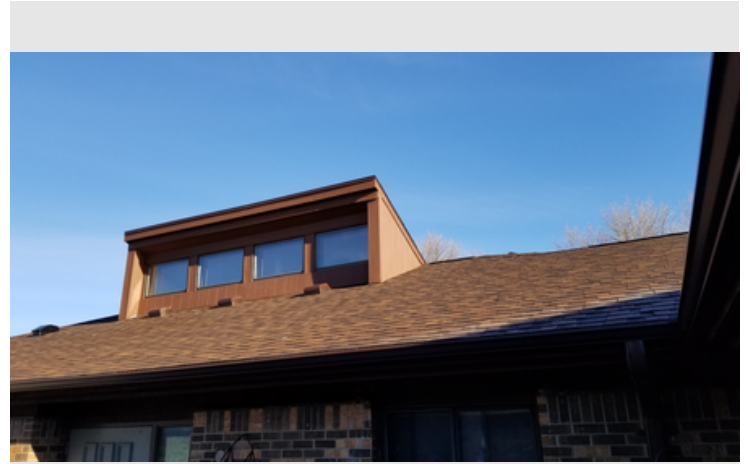
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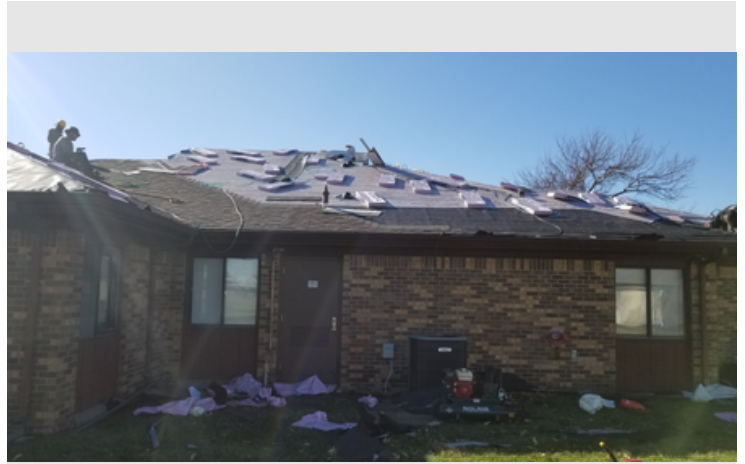
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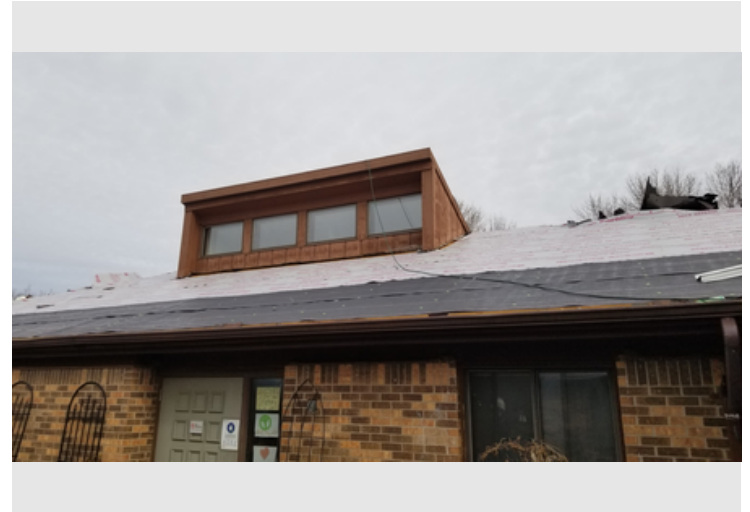
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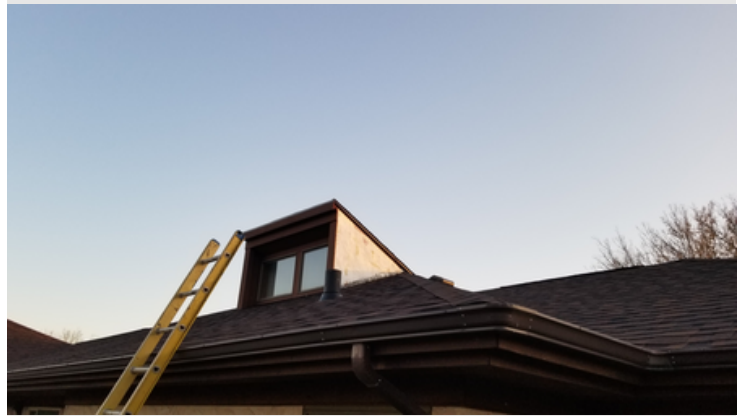
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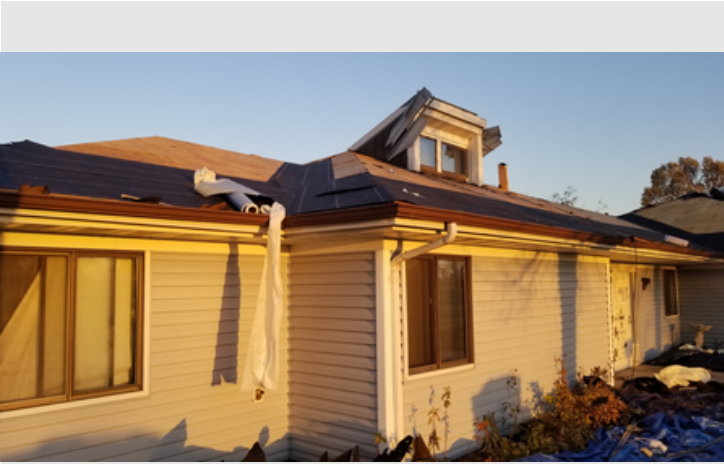
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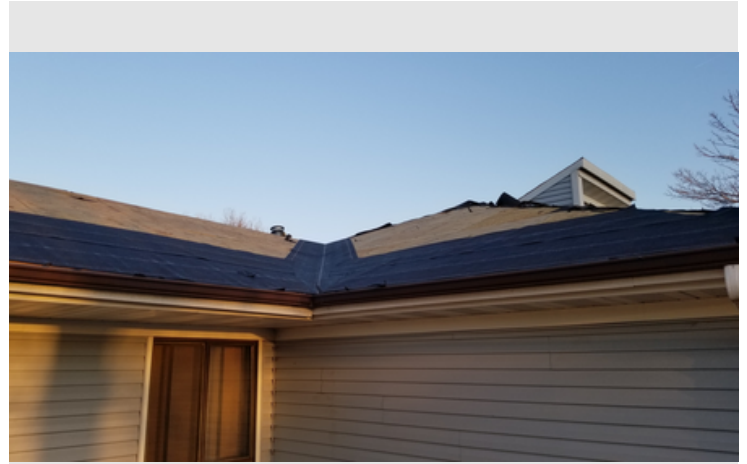
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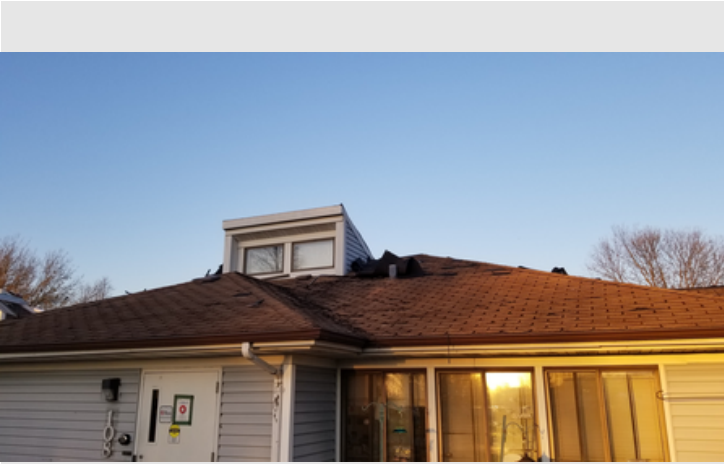
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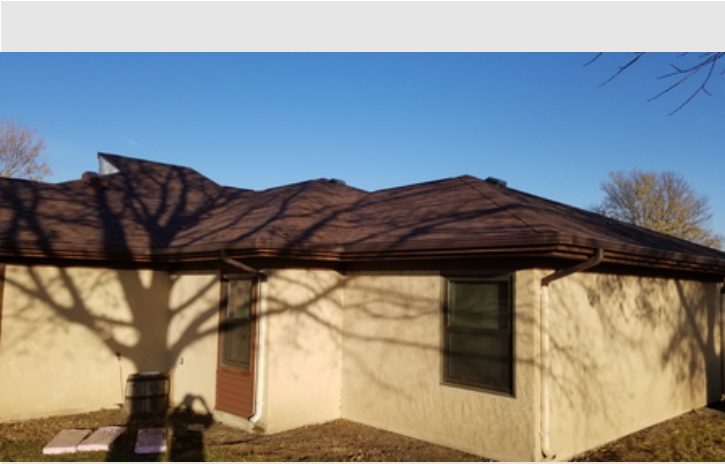
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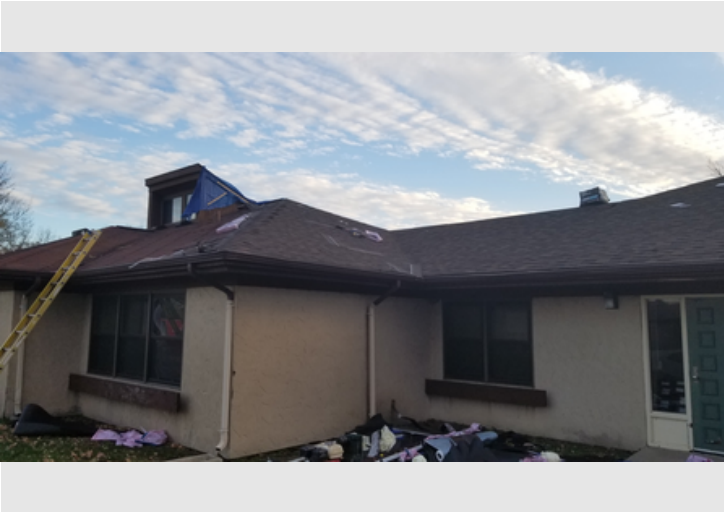
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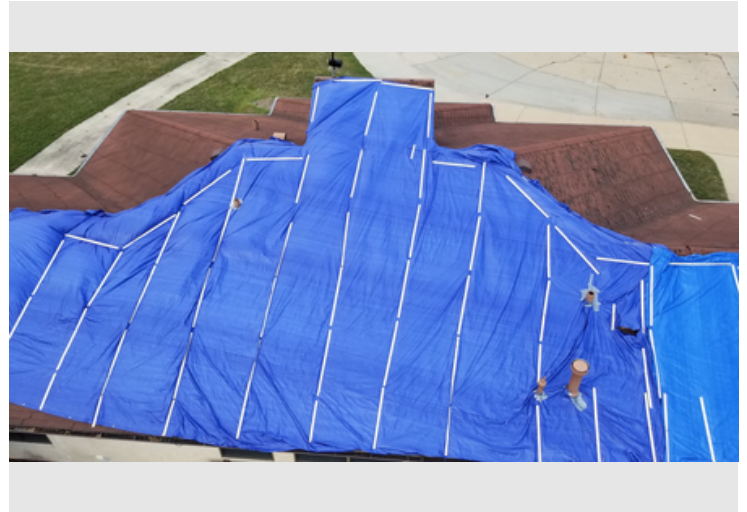
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07/13/21	3352128PB6500	000000071399921	00002120676	Blackhawk Roof Co Inc	9181.05-2	MM21	\$2,660.00
07/19/21	3352128PC6500	000000071413942	00002120676	Blackhawk Roof Co Inc	9181.05-3 RETAINAGE	MM21	\$7,787.25
					Total Payments:		\$191,188.68
					PM Time		\$3,315.50
					Moved Expenses		\$1,218.85
					Total:		<u>195,723.03</u>

Department of Administrative Services

Major Maintenance MM21

RECAP #9181.05

9/17/2021

DHS WRC 3 Cottage Roof Storm Repairs 29C20

Project # 9181.05

Program code 918105

Major Program 3D02

Recap

Acct. Codes-0017-335-MM21

Project Manager - Jennifer K

	TRANSFERS	CONTRACTED	EXPENDED	CONTRACTED, NOT EXPENDED	UNDER(OVER) Budget
Budget	195,723.03				
C ATC Group Services		695.00	695.00	0.00	
PM TIME		3,315.50	3,315.50	0.00	
Misc.		0.00	0.00	0.00	
C Shive Hattery		11,884.00	11,884.00	0.00	
C Controlled Asbestos		1,505.31	1,505.31	0.00	
C Story Construction		22,578.22	22,578.22	0.00	
C Black Hawk Roof Company		155,745.00	155,745.00	0.00	
Total Project Cost	195,723.03	195,723.03	195,723.03	0.00	0.00

Department of Administrative Services
Major Maintenance MM21
#9181.05 PM TIME
9/17/2021

DHS WRC 3 Cottage Roof Storm Repairs 29C20
Project # 9181.05
Program code 918105
PM TIME

Major Program 3D02
Internal documents
PM TIME = 9500

Acct. Codes-0017-335-MM21-xxxx
Project Manager - Jennifer K

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IET DAS202104115300001	11/06/20	PM-Oct. 2-Oct. 29, 2020		2,778.75	237.50	926.25	1,852.50
IET DAS202105115300001	12/07/20	PM-Oct. 30-Nov.25, 2020		2,778.75	332.50	1,258.75	1,520.00
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IET DAS202107115300001	02/05/21	PM-Dec. 25,2020-Jan. 21, 2021		2,778.75	71.25	1,757.50	1,021.25
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CDE 33521088202	03/29/21	9181.00	536.75	3,315.50	536.75	2,341.75	973.75
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DHS WRC 3 Cottage Roof Storm Repairs 29C20
Project # 9181.05
Program code 918105
ATC Group Services
Acct. Codes-0017-335-MM21-9255
Project Manager - Jennifer K

Major Program 3D02
Vendor: 00002134218
MA 005 20262
Activity code: CMGR

[illegible]

TO CONTRACTOR:

State of Iowa - Department of Administrative Services
109 SE 13th St.
Des Moines, Iowa 50319

PROJECT:

DHS WRC Storm Repairs
1251 334th Street
Woodward, Iowa 50276

FROM SUBCONTRACTOR:

ATC Group Services LLC
Dept #2630 PO BOX 11407
BIRMINGHAM, 35246

APPLICATION NO: 1

INVOICE NO: 2293291-Final

PERIOD: 08/28/20 - 09/08/20

PROJECT NO: 9181.00-.05

CONTRACT NO: DO-9181.05-011

CONTRACT DATE:

CERTIFICATE DATE: 10/20/2020

SUBMITTED DATE:

SUBCONTRACT FOR: ATC Group Services - Hazardous Materials Testing

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: ATC Group Services LLC

By:

Date:

State of:

County of:

Subscribed and sworn to before
me this day of

Notary Public:

My commission expires:

1.	Original Contract Sum		\$917.50
2.	Net change by change orders		\$0.00
3.	Contract Sum to date (Line 1 ± 2)		\$917.50
4.	Total completed and stored to date (Column G on detail sheet)		\$695.00
5.	Retainage:		
	a. 0.00% of completed work	\$0.00	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$0.00
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$695.00
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$0.00
8.	Current payment due:		\$695.00
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$222.50

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$0.00	\$0.00
Total approved this month:		\$0.00	\$0.00
Totals:		\$0.00	\$0.00
Net change by change orders:		\$0.00	

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

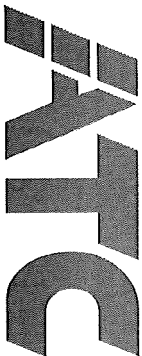
APPLICATION NUMBER: 1
APPLICATION DATE: 09/08/2020
PERIOD: 08/28/20 - 09/08/20

Contract Lines

A	B	C	D		E	F	G		H	I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
1	00-09 - HazMat Testing	Contract Line 2 - Hazardous Materials Asbestos Per Sample Fee (20 at \$10/sample)	\$200.00	\$0.00	\$90.00	\$0.00	\$90.00	45.00%	\$110.00	\$0.00
2	00-09 - HazMat Testing	Contract Line 5 - Hazardous Materials Administrative Hourly Rate (0.5 hour at \$45/hr)	\$22.50	\$0.00	\$22.50	\$0.00	\$22.50	100.00%	\$0.00	\$0.00
3	00-09 - HazMat Testing	Contract Line 7 - Hazardous Materials Field Technician Hourly Rate (8 hours at \$75/hr)	\$600.00	\$0.00	\$487.50	\$0.00	\$487.50	81.25%	\$112.50	\$0.00
4	00-09 - HazMat Testing	Contract Line 8 - Hazardous Materials Hygienist Hourly Rate (1 hour at \$95/hr)	\$95.00	\$0.00	\$95.00	\$0.00	\$95.00	100.00%	\$0.00	\$0.00
TOTALS:			\$917.50	\$0.00	\$695.00	\$0.00	\$695.00	75.75%	\$222.50	\$0.00

Grand Totals

ORIGINAL TOTALS										
A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
GRAND TOTALS:		\$917.50	\$0.00	\$695.00	\$0.00	\$695.00	75.75%	\$222.50	\$0.00	



Please Remit Payment to:

LOCKBOX:
Dept #2630
ATC Group Services LLC
PO Box 11407
Birmingham, AL 35246-2630

Overnight or Special Delivery: ATC Group Services LLC, Attn: Lockbox Department, Department #2630, 2050 Parkway Office Center, Birmingham, AL 35244 | Telephone: 205-261-4629
Credit Card or Wire Transfer Payments: Please Contact Accounts Receivable at 337-224-6777 | www.atcgroupservices.com

Invoice Backup # : 2293291-Final

Date : September 08, 2020

Terms : 30 Days

Project : 204BS03205

ATC REF : 10204

**Project Name : ACM Surveys
105 Cherry, 108 Franklin, 202 Pine
Woodward, IA**

3 Roofs in Woodward IA
ACM Surveys

Field Technician Time (\$75/Hour) 6.5 Hours \$487.50

Hygienist (\$95/Hour) 1.0 Hours \$95.00

Administration Time (\$45/Hour) 0.5 Hours \$22.50

Suspect Asbestos Sample Analysis (\$10/sample) 9 Samples \$90.00

Total \$695.00

For Professional Services Rendered: Start - 8/28/20 to End - 9/8/2020

Phase Code / Name	Phase Fee	% Complete	Fee Earned	Total	Previous Billings	Current Amount
01 - ACM Surveys	695.00	100.00	695.00	695.00	0.00	695.00
Totals:	695.00		695.00		0.00	695.00

Amount Due 695.00

DHS WRC 3 Cottage Roof Storm Repairs 29C20
Project # 9181.05
Program code 918105
Shive Hattery
Acct. Codes-0017-335-MM21-9260
Project Manager - Jennifer K

[illegible]

TO CONTRACTOR:

State of Iowa - Department of Administrative Services
109 SE 13th St.
Des Moines, Iowa 50319

PROJECT:

DHS WRC Storm Repairs
1251 334th Street
Woodward, Iowa 50276

FROM SUBCONTRACTOR:

Shive Hattery Inc.
PO Box 1599
Cedar Rapids, Iowa 52406

APPLICATION NO: 1

INVOICE NO: 4203470-101

PERIOD: 08/01/20 - 09/18/20

PROJECT NO: 9181.00-.05

CONTRACT NO: DP-9181.05-014

CONTRACT DATE: 09/15/2020

CERTIFICATE DATE: 09/29/2020

SUBMITTED DATE:

SUBCONTRACT FOR: Shive-Hattery Cottages Design

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum		\$11,250.00
2.	Net change by change orders		\$0.00
3.	Contract Sum to date (Line 1 ± 2)		\$11,250.00
4.	Total completed and stored to date (Column G on detail sheet)		\$4,600.00
5.	Retainage:		
	a. 5.00% of completed work	\$230.00	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$230.00
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$4,370.00
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$0.00
8.	Current payment due:		\$4,370.00
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$6,880.00

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$0.00	\$0.00
Total approved this month:		\$0.00	\$0.00
Totals:		\$0.00	\$0.00
Net change by change orders:		\$0.00	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: Shive Hattery Inc.

By: _____ Date: _____

State of: _____
County of: _____
Subscribed and sworn to before
me this _____ day of _____
Notary Public: _____
My commission expires: _____

CONTINUATION SHEET

DOCUMENT DETAIL SHEET

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 1
APPLICATION DATE: 09/24/2020
PERIOD: 08/01/20 - 09/18/20

Contract Lines

Contract Lines										
A	B	C	D		E	F	G		H	I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	00-04 - Design	Design Phase Services	\$4,600.00	\$0.00	\$4,600.00	\$0.00	\$4,600.00	100.00%	\$0.00	\$230.00
2	00-04 - Design	Quoting and CA/CO Phase Services	\$6,650.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,650.00	\$0.00
				TOTALS:	\$11,250.00	\$0.00	\$4,600.00	\$0.00	\$4,600.00	40.89%

Grand Totals

Grading Totals									
A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$11,250.00	\$0.00	\$4,600.00	\$0.00	\$4,600.00	40.89%	\$6,650.00	\$230.00

TO CONTRACTOR:

State of Iowa - Department of Administrative Services
109 SE 13th St.
Des Moines, Iowa 50319

PROJECT:

DHS WRC Storm Repairs
1251 334th Street
Woodward, Iowa 50276

FROM SUBCONTRACTOR:

Shive Hattery Inc.
PO Box 1599
Cedar Rapids, Iowa 52406

APPLICATION NO: 2

INVOICE NO: 4203470-102

PERIOD: 09/19/20 - 10/30/20

PROJECT NO: 9181.00-.05

CONTRACT NO: DP-9181.05-014

CONTRACT DATE: 09/15/2020

CERTIFICATE DATE: 11/20/2020

SUBMITTED DATE:

SUBCONTRACT FOR: Shive-Hattery Cottages Design

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum		\$11,250.00
2.	Net change by change orders		\$0.00
3.	Contract Sum to date (Line 1 ± 2)		\$11,250.00
4.	Total completed and stored to date (Column G on detail sheet)		\$9,920.00
5.	Retainage:		
	a. 5.00% of completed work	\$496.00	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$496.00
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$9,424.00
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$4,370.00
8.	Current payment due:		\$5,054.00
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$1,826.00

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$0.00	\$0.00
Total approved this month:		\$0.00	\$0.00
Totals:		\$0.00	\$0.00
Net change by change orders:			\$0.00

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: Shive Hattery Inc.

By: _____ Date: _____

State of: _____
County of: _____
Subscribed and sworn to before
me this _____ day of _____
Notary Public: _____
My commission expires: _____

CONTINUATION SHEET

DOCUMENT DETAIL SHEET

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 2
APPLICATION DATE: 11/11/2020
PERIOD: 09/19/20 - 10/30/20

Contract Lines

CONTRACT PRICE											
A	B		C	D		E	F	G		H	I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD							
1	00-04 - Design	Design Phase Services	\$4,600.00	\$4,600.00	\$0.00	\$0.00	\$4,600.00	100.00%	\$0.00	\$230.00	
	00-04 - Design	Quoting and CA/CO Phase Services	\$6,650.00	\$0.00	\$5,320.00	\$0.00	\$5,320.00	80.00%	\$1,330.00	\$266.00	
TOTALS:			\$11,250.00	\$4,600.00	\$5,320.00	\$0.00	\$9,920.00	88.18%	\$1,330.00	\$496.00	

Grand Totals

GRAND TOTALS									
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)		BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G / C)			
	GRAND TOTALS:	\$11,250.00	\$4,600.00	\$5,320.00	\$0.00	\$9,920.00	88.18%	\$1,330.00	\$496.00

TO CONTRACTOR:

State of Iowa - Department of Administrative Services
109 SE 13th St.
Des Moines, Iowa 50319

PROJECT:

DHS WRC Storm Repairs
1251 334th Street
Woodward, Iowa 50276

FROM SUBCONTRACTOR:

Shive Hattery Inc.
PO Box 1559
Cedar Rapids, Iowa 52406

SUBCONTRACT FOR: Shive-Hattery Cottages Design**APPLICATION NO:** 4

INVOICE NO: 4203470-104

PERIOD: 08/29/20 - 06/30/21

PROJECT NO: 9181.00--.05

CONTRACT NO: DP-9181.05-014

CONTRACT DATE: 09/15/2020

CERTIFICATE DATE: 08/04/2021

SUBMITTED DATE:

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1. Original Contract Sum		\$11,250.00
2. Net change by change orders		\$634.00
3. Contract Sum to date (Line 1 ± 2)		\$11,884.00
4. Total completed and stored to date (Column G on detail sheet)		\$11,751.00
5. Retainage:		
a. 0.00% of completed work	\$0.00	
b. 0.00% of stored material	\$0.00	
Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$0.00
6. Total earned less retainage (Line 4 less Line 5 Total)		\$11,751.00
7. Less previous certificates for payment (Line 6 from prior certificate)		\$10,058.00
8. Current payment due:		\$1,693.00
9. Balance to finish, including retainage (Line 3 less Line 6)		\$133.00

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$634.00	\$0.00
Total approved this month:		\$0.00	\$0.00
	Totals:	\$634.00	\$0.00
Net change by change orders:		\$634.00	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: Shive Hattery Inc.

By: _____ Date: _____

State of: _____
County of: _____

Subscribed and sworn to before
me this _____ day of _____

Notary Public: _____

My commission expires: _____

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 4

Contractor's signed Certification is attached.

APPLICATION DATE: 06/30/2021

Use Column I on Contracts where variable retainage for line items apply.

PERIOD: 08/29/20 - 06/30/21

Contract Lines

A	B	C	D	E	F	G	H	I		
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
1	9181.05.00-04.MM21 9181.05 3 Cottage Roof Storm Repairs.Design.MM21	Design Phase Services	\$4,600.00	\$4,600.00	\$0.00	\$0.00	\$4,600.00	100.00%	\$0.00	\$0.00
2	9181.05.00-04.MM21 9181.05 3 Cottage Roof Storm Repairs.Design.MM21	Quoting and CA/CO Phase Services	\$6,650.00	\$5,320.00	\$1,197.00	\$0.00	\$6,517.00	98.00%	\$133.00	\$0.00
TOTALS:			\$11,250.00	\$9,920.00	\$1,197.00	\$0.00	\$11,117.00	98.82%	\$133.00	\$0.00

Change Orders

Change Orders									
A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	CCO # 001 CE #23 - 9181.00 Shive-Hatley Distribution of Expenses to Subprojects								
1.1	00-04 Distribute expenses to 9181.05	\$634.00	\$0.00	\$0.00	\$634.00	\$634.00	100.00%	\$0.00	\$0.00
TOTALS:		\$634.00	\$0.00	\$0.00	\$634.00	\$634.00	100.00%	\$0.00	\$0.00

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$11,884.00	\$9,920.00	\$1,197.00	\$634.00	\$11,751.00	98.88%	\$133.00	\$0.00

TO CONTRACTOR:

State of Iowa - Department of Administrative Services
109 SE 13th St.
Des Moines, Iowa 50319

PROJECT:

DHS WRC Storm Repairs
1251 334th Street
Woodward, Iowa 50276

FROM SUBCONTRACTOR:

Shive Hattery Inc.
PO Box 1599
Cedar Rapids, Iowa 52406

SUBCONTRACT FOR: Shive-Hattery Cottages Design

APPLICATION NO: 5

INVOICE NO: 4203470-105

PERIOD: 07/01/21 - 08/13/21

PROJECT NO: 9181.00~.05

CONTRACT NO: DP-9181.05-014

CONTRACT DATE: 09/15/2020

CERTIFICATE DATE: 08/23/2021

SUBMITTED DATE:

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: Shive Hattery Inc.

By: _____

Date: _____

State of: _____

County of: _____

Subscribed and sworn to before
me this _____ day of _____

Notary Public: _____

My commission expires: _____

1.	Original Contract Sum		\$11,250.00
2.	Net change by change orders		\$634.00
3.	Contract Sum to date (Line 1 ± 2)		\$11,884.00
4.	Total completed and stored to date (Column G on detail sheet)		\$11,884.00
5.	Retainage:		
	a. 0.00% of completed work	\$0.00	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$0.00
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$11,884.00
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$11,751.00
8.	Current payment due:		\$133.00
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$0.00

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$634.00	\$0.00
Total approved this month:		\$0.00	\$0.00
Totals:		\$634.00	\$0.00
Net change by change orders:		\$634.00	

CONTINUATION SHEET

DOCUMENT DETAIL SHEET

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 5
APPLICATION DATE: 08/18/2021
PERIOD: 07/01/21 - 08/13/21

Contract Lines

A		B	C	D		E	F	G	H	I	
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED			MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	9181.05.00-04.MM21 9181.05 3 Cottage Roof Storm Repairs.Design.MM21	Design Phase Services	\$4,600.00	\$4,600.00	\$0.00		\$0.00	\$4,600.00	100.00%	\$0.00	\$0.00
2	9181.05.00-04.MM21 9181.05 3 Cottage Roof Storm Repairs.Design.MM21	Quoting and CA/CO Phase Services	\$6,650.00	\$6,517.00	\$133.00		\$0.00	\$6,650.00	100.00%	\$0.00	\$0.00
TOTALS:			\$11,250.00	\$11,117.00	\$133.00		\$0.00	\$11,250.00	100.00%	\$0.00	\$0.00

Change Orders

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	CCO # 001 CE #23 - 9181.00 Shive-Hatley/ Distribution of Expenses to Subprojects								
1.1	00-04 Distribute expenses to 9181.05	\$634.00	\$0.00	\$0.00	\$634.00	\$634.00	100.00%	\$0.00	\$0.00
TOTALS:		\$634.00	\$0.00	\$0.00	\$634.00	\$634.00	100.00%	\$0.00	\$0.00

Grand Totals

Contract Totals										
A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
GRAND TOTALS:		\$11,884.00	\$11,117.00	\$133.00	\$634.00	\$11,884.00	100.00%	\$0.00	\$0.00	

DHS WRC 3 Cottage Roof Storm Repairs 29C20
Project # 9181.05
Program code 918105
Controlled Asbestos
Acct. Codes-0017-335-MM21-9255
Project Manager - Jennifer K

Major Program 3D02
Vendor: 00002118118
MA 005 18103B
Activity code: BRUM

Totals	1,505.31	1,505.31	0.00
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Line 1 - Labor	912.00	912.00	-
Line 7 - Materials	455.91	455.91	-
Line 8 - Mileage	23.40	23.40	-
Line 8 - Travel Time	114.00	114.00	-
Total	<u>1,505.31</u>	<u>1,505.31</u>	<u>-</u>

TO CONTRACTOR:

State of Iowa - Department of Administrative Services
109 SE 13th St.
Des Moines, Iowa 50319

PROJECT:

DHS WRC Storm Repairs
1251 334th Street
Woodward, Iowa 50276

FROM SUBCONTRACTOR:

Controlled Asbestos, Inc.
PO Box 489
Ankeny, Iowa 50021

APPLICATION NO: 1

INVOICE NO: 10078-FINAL

PERIOD: 09/16/20 - 10/22/20

PROJECT NO: 9181.00-.05

CONTRACT NO: DO-9181.05-004

CONTRACT DATE:

CERTIFICATE DATE: 11/12/2020

SUBMITTED DATE:

SUBCONTRACT FOR: Controlled Asbestos - 105 Cherry & 108 Franklin Remediation

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum		\$1,529.05
2.	Net change by change orders		\$0.00
3.	Contract Sum to date (Line 1 ± 2)		\$1,529.05
4.	Total completed and stored to date (Column G on detail sheet)		\$1,505.31
5.	Retainage:		
	a. <u>0.00%</u> of completed work	\$0.00	
	b. <u>0.00%</u> of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$0.00
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$1,505.31
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$0.00
8.	Current payment due:		\$1,505.31
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$23.74

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$0.00	\$0.00
Total approved this month:		\$0.00	\$0.00
Totals:		\$0.00	\$0.00
Net change by change orders:		\$0.00	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: Controlled Asbestos, Inc.

By: _____

Date: _____

State of: _____
County of: _____
Subscribed and sworn to before
me this _____ day of _____
Notary Public: _____
My commission expires: _____

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 1
APPLICATION DATE: 10/22/2020
PERIOD: 09/16/20 - 10/22/20

Contract Lines

Contract Lines										
A	B	C	D	E	F	G		H	I	
ITEM NO.	COST CODE	DESCRIPTION OF WORK	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE	
		SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	00-13 - Abatement	Contract Line 1 - Asbestos Abatement Services Regular Labor (16 hours at \$57.00/hr)	\$912.00	\$0.00	\$912.00	\$0.00	\$912.00	100.00%	\$0.00	\$0.00
2	00-13 - Abatement	Contract Line 7 - Materials (1 lump sum + 15%)	\$479.65	\$0.00	\$455.91	\$0.00	\$455.91	95.05%	\$23.74	\$0.00
3	00-13 - Abatement	Contract Line 8 - Trip Charge Mileage (60 miles at \$0.39/mile)	\$23.40	\$0.00	\$23.40	\$0.00	\$23.40	100.00%	\$0.00	\$0.00
4	00-13 - Abatement	Contract Line 8 - Trip Charge Travel Time (2 hours at \$57.00/hr)	\$114.00	\$0.00	\$114.00	\$0.00	\$114.00	100.00%	\$0.00	\$0.00
TOTALS:			\$1,529.05	\$0.00	\$1,505.31	\$0.00	\$1,505.31	98.45%	\$23.74	\$0.00

Grand Totals

Grand Totals									
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$1,529.05	\$0.00	\$1,505.31	\$0.00	\$1,505.31	98.45%	\$23.74	\$0.00

Controlled Asbestos - Travel Log

Date	Departure Location	Arrival Location	Miles
09/30/20	From 5525 NE 22nd St, Des Moines	To 1251 334th St, Woodward	30
	From 1251 334th St, Woodward	To 5525 NE 22nd St, Des Moines	30

Total Miles	60
Total Amount	\$23.40

IOWA ENVIRONMENTAL SERVICES, INC.

11101 Aurora Avenue
Urbandale, Iowa 50322
Phone: 515-279-8042

Controlled Asbestos, Inc. Attn: Accounts Payable P.O. Box489 Ankeny, IA 50021-0489	Date: October 8th, 2020 PO No. Amount Remitted:
---	---

DATE	DESCRIPTION	CHARGE	BALANCE
09/30/20	Air Sample-Woodward School		
	Air Sample -1 @ \$ 28.90/EA	28.90	
	TOTAL -\$28.90 15% MU- \$4.34 \$33.24		28.90
THANK YOU FOR YOUR BUSINESS		Amount	28.90

Electronic Ticket

234

Controlled Asbestos, Inc
Denny Ritz, Contracting Mgr
P.O. Box 489
Ankeny, IA 50021

Ankeny, IA 50021

SITE	TICKET	GRID	WEIGHMASTER		
01	401843		CARRIE		
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
10/21/20	10/21/20	10:35	10:43	CONT ASB	
REFERENCE					ORIGIN
STEVE		PER CAPITA			

Charge Ticket

Scale Gross Wt.		7980	Charge Ticket			
Scale Tare Wt.		7820				
Net Weight		160				
QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
0.08	TON	asbestos waste	100.00	30.00	0.00	30.00

Phone (315)433-0591. Signature certifies load does not have any undegraded asbestos, hazardous or medical waste and that the load originated from the Central A Waste Mgmt. Assoc. plan area. Thank you.

TICKET #
VOUCHER #
LICENSE #

SIGNATURE:

INVOICE TOTAL-	\$30.00
15% MU-	<u>\$4.50</u>
	\$34.50



L & L Insulations
PO Box 489
Ankeny, IA 50021-0489
(515) 246-2070

Invoice

Invoice Number: 1290229-IN
Invoice Date: 10/14/2020
Order Number:
Customer Number: 10-0000350
Sales Tax Code: IA 77 DES
Ship Date: 10/14/2020
Salesperson: ASB-Job Mail

Sold To:
Controlled Asbestos-MATL ONLY1
5525 NE 22nd St
Des Moines, IA 50313

Ship To:
5031-000
100-00-00
Material
Des Moines, IA 50313

Customer P.O.	Ship VIA	F.O.B.	Terms			
5031-000	CPU		NO TERMS			
Item Code	Unit	Ordered	Shipped	Back Ordered	Price	Amount
3096035	EACH	8.0000	8.0000	0.0000	1.7028	13.62
XXXXL BLUE PAPER SUITS						
3096051	EACH	4.0000	4.0000	0.0000	3.5288	14.12
7093B RESPIRATOR FILTER						
3096052	EACH	6.0000	6.0000	0.0000	14.6250	87.75
P-100 MSA ADVANTAGE RESPIRATOR FILTER						
3028200	EACH	2.0000	2.0000	0.0000	5.3334	10.67
RAM TACK SPRAY ADHESIVE						
12 CANS PER CARTON						
3043100	ROLL	6.0000	6.0000	0.0000	9.0163	54.10
#A-80563 3" RED TAPE						
3096031	EACH	4.0000	4.0000	0.0000	0.8331	3.33
14" X 20" CAUTION SIGNS						
3096062	PAIR	4.0000	4.0000	0.0000	1.2525	5.01
# 30023 - GLOVES						
3096055	EACH	2.0000	2.0000	0.0000	0.9261	1.85
#55300 - BLACK FILTER CASSETTES						
3096058	CASE	2.0000	2.0000	0.0000	36.1500	72.30
#57032 AIR LAY BATH TOWELS						
3041025	ROLL	1.0000	1.0000	0.0000	61.7700	61.77
6.0 MIL X 12' X 100' FLAME RETARDENT POLY						
3096006	BAG	10.0000	10.0000	0.0000	1.3020	13.02
5.0 MIL 36" X 60" BLACK ASBESTOS BAGS 50/CASE						
Whse: 010						

INVOICE TOTAL- \$337.54
15% MU- \$50.63

\$388.17

Discount of 0.00 if paid by 10/14/2020
Remit to: L&L Insulations at above address
Email address: AcctsRecv@linsulation.com

Taxable Amt:	337.54
Sales Tax	0.00
NonTaxable Amt:	0.00
Freight:	0.00
Invoice Total:	337.54



P.O. Box 489, Ankeny, IA 50021-0489

Cell: (515) 344-1714, Office: (515) 410-9055

LABOR DETAIL

Job: IVH Mechanical/Electrical Project 9118.00

	Trip				
Date	Line Item	# Of Employees	Hours	Rate	Total
9/30/2020	Trip	2	2	\$ 57.00	\$ 114.00
Total					\$ 114.00

DHS WRC 3 Cottage Roof Storm Repairs 29C20
Project # 9181.05
Program code 918105
Story Construction
Acct. Codes-0017-335-MM21-9255
Project Manager - Jennifer K

Major Program 3D02
Vendor: 00002110695
RFP0215335062-Story9112015
Activity code: CMGR

[illegible]

TO CONTRACTOR:

State of Iowa - Department of Administrative
Services
109 SE 13th St.
Des Moines, Iowa 50319

PROJECT:

DHS WRC Storm Repairs
1251 334th Street
Woodward, Iowa 50276

FROM SUBCONTRACTOR:

Story Construction
2810 Wakefield Circle
Ames, Iowa 50010

APPLICATION NO: 1**INVOICE NO: 32233****PERIOD: 09/01/20 - 09/30/20****PROJECT NO: 9181.00-.05****CONTRACT NO: CMCA-9181.05-013****CONTRACT DATE: 09/21/2020****CERTIFICATE DATE: 10/26/2020****SUBMITTED DATE:****SUBCONTRACT FOR: Story Construction Co. Exhibit #076CA (Three Roof Replacements)****SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum		\$28,520.92
2.	Net change by change orders		\$0.00
3.	Contract Sum to date (Line 1 ± 2)		\$28,520.92
4.	Total completed and stored to date (Column G on detail sheet)		\$5,252.36
5.	Retainage:		
	a. <u>0.00%</u> of completed work	\$0.00	
	b. <u>0.00%</u> of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$0.00
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$5,252.36
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$0.00
8.	Current payment due:		\$5,252.36
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$23,268.56

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$0.00	\$0.00
Total approved this month:		\$0.00	\$0.00
Totals:		\$0.00	\$0.00
Net change by change orders:		\$0.00	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: Story Construction

By: _____

Date: _____

State of: _____
County of: _____
Subscribed and sworn to before
me this _____ day of _____
Notary Public: _____
My commission expires: _____

CONTINUATION SHEET

DOCUMENT DETAIL SHEET

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 1
APPLICATION DATE: 10/30/2020
PERIOD: 09/01/20 - 09/30/20

Contract Lines

CONTRACT LINES											
A	B		C	D		E	F	G		H	I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED			MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	00-03 - Construction Manager CA	Pre-Construction Personnel	\$28,198.00	\$0.00	\$5,066.85		\$0.00	\$5,066.85	17.97%	\$23,131.15	\$0.00
2	00-03 - Construction Manager CA	Reimbursables	\$322.92	\$0.00	\$185.51		\$0.00	\$185.51	57.45%	\$137.41	\$0.00
	TOTALS:		\$28,520.92	\$0.00	\$5,252.36		\$0.00	\$5,252.36	18.42%	\$23,268.56	\$0.00

Grand Totals

A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
GRAND TOTALS:		\$28,520.92	\$0.00	\$5,252.36	\$0.00	\$5,252.36	18.42%	\$23,268.56	\$0.00	



RE: DHS WRC Roof Replacements
Woodward, Iowa

Job #: 20415
Period: Start through September 30, 2020

back to invoice #32233

CM Services			
Project Managers	13.00 hours @ \$ 143.18 per hour	\$ 1,861.34	
Project Superintendents	10.00 hours @ \$ 143.18 per hour	\$ 1,431.80	
Project Engineer	20.75 hours @ \$ 85.48 per hour	\$ 1,773.71	5,066.85
Reimbursables			
Visa - Misc Supplies			\$ 185.51
State of Iowa Project # 9181.05			
Exhibit # 076CA			

2810 Wakefield Circle

Ames, IA 50010-7707

515.232.4358

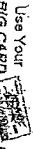
515.232.0599 fax

www.storycon.com

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Sale Transaction

4" WOOD LATH	3 @17.48	52.44
1022948		
30 YSO STANDARD DUTY TAR		
5690215		64.98
16 X20 STANDARD DUTY TAR		
5690195	2 @18.49	36.98
1-1/4" RS UNDERLAY NAIL		
2256994		10.99
DUCT TAPE 1.88" X60YDS		
6396926		7.98

TOTAL 173.37
TAX GRIMES-IA 7% 12.14
TOTAL SALE 185.51
VISA CREDIT 4311 185.51
PG # 2481 20415
Auth Code:028773
Chip Inserted 61610-0110
a000000031010
TC - 3c0a4dddc5fe861d

TOTAL NUMBER OF ITEMS = 8

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
598

GUEST COPY

The Cardholder acknowledges receipt of
goods/services in the total amount shown
hereon and agrees to pay the card issuer
according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Mayra

3611 02 3099 06/28/20 10:26AM 3660

TO CONTRACTOR:

State of Iowa - Department of Administrative Services
109 SE 13th St.
Des Moines, Iowa 50319

PROJECT:

DHS WRC Storm Repairs
1251 334th Street
Woodward, Iowa 50276

FROM SUBCONTRACTOR:

Story Construction
2810 Wakefield Circle
Ames, Iowa 50010

APPLICATION NO: 2**INVOICE NO:** 32301**PERIOD:** 10/01/20 - 10/31/20**PROJECT NO:** 9181.00-.05**CONTRACT NO:** CMCA-9181.05-013**CONTRACT DATE:** 09/21/2020**CERTIFICATE DATE:** 11/17/2020**SUBMITTED DATE:****SUBCONTRACT FOR:** Story Construction Co. Exhibit #076CA (Three Roof Replacements)**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum		\$28,520.92
2.	Net change by change orders		\$0.00
3.	Contract Sum to date (Line 1 ± 2)		\$28,520.92
4.	Total completed and stored to date (Column G on detail sheet)		\$9,206.06
5.	Retainage:		
	a. <u>0.00%</u> of completed work	\$0.00	
	b. <u>0.00%</u> of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$0.00
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$9,206.06
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$5,252.36
8.	Current payment due:		\$3,953.70
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$19,314.86

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$0.00	\$0.00
Total approved this month:		\$0.00	\$0.00
Totals:		\$0.00	\$0.00
Net change by change orders:		\$0.00	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: Story Construction

By: _____

Date: _____

State of: _____
County of: _____
Subscribed and sworn to before
me this _____ day of _____
Notary Public: _____
My commission expires: _____

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 2
APPLICATION DATE: 11/12/2020
PERIOD: 10/01/20 - 10/31/20

Contract Lines

Contract Lines											
A	B		C	D		E	F	G		H	I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED			MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	00-03 - Construction Manager CA	Pre-Construction Personnel	\$28,198.00	\$5,066.85	\$3,922.50		\$0.00	\$8,989.35	31.88%	\$19,208.65	\$0.00
2	00-03 - Construction Manager CA	Reimbursables	\$322.92	\$185.51	\$31.20		\$0.00	\$216.71	67.11%	\$106.21	\$0.00
TOTALS:			\$28,520.92	\$5,252.36	\$3,953.70		\$0.00	\$9,206.06	32.28%	\$19,314.86	\$0.00

Grand Totals

A	B	C	D	E	F	G	H	I		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	BALANCE TO FINISH (C - G)	RETAINAGE		
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
GRAND TOTALS:			\$28,520.92	\$5,252.36	\$3,953.70	\$0.00	\$9,206.06	32.28%	\$19,314.86	\$0.00

Woodward	59	Jeff Commuting 1-way = 26 miles	WRC Cottages Storm Repair
Eldora	96	Troy Commuting 1-way = 15 miles	
Fort Dodge	135	Jon Commuting 1-way = 19 miles	
Rockwell City	162		
Anamosa	264		
Cherokee	296		
Montauk	334		
			9181.05
			20415
Date	Driver	Notes	
10/1/20	Hand	Roundtrip Ames/Cherokee	
10/1/20	Reams	Roundtrip Ames/Ft. Dodge/Eldora	
10/8/20	Reams	Roundtrip Ames/Ft. Dodge/Eldora	
10/20/20	Hand	Maxwell/Anamosa/Ames : 264 - 19 = 245 Reimbursible Miles	
10/20/20	Vorrie	Roundtrip Ames/Woodward/Ames	59
10/29/20	Reams	Roundtrip Ames/Eldora	
10/31/20	Hand	Maxwell/Woodward/Maxwell : 59 - 38 = 21 Reimbursible Miles	21
PAY PERIOD TOTALS			80



RE: DHS WRC Roof Replacements
Woodward, Iowa

Job #: 20415
Period: October 1 through October 31, 2020

back up for invoice #32301

CM Services		
Project Managers	4.00 hours @ \$ 143.18 per hour	\$ 572.72
Project Superintendents	7.50 hours @ \$ 143.18 per hour	\$ 1,073.85
Project Engineer	23.50 hours @ \$ 85.48 per hour	\$ 2,008.78
Project Assistant	5.00 hours @ \$ 53.43 per hour	\$ 267.15
Reimbursables		\$ 3,922.50
Mileage	80 miles @ \$ 0.39 per mile	\$ 31.20
State of Iowa Project # 9181.05		
Exhibit # 076CA		

2810 Wakefield Circle

Ames, IA 50010-7707

515.232.4358

515.232.0599 fax

www.storycon.com

GENERAL CONSTRUCTION

DESIGN+BUILD

CONSTRUCTION MANAGEMENT

TO CONTRACTOR:

State of Iowa - Department of Administrative Services
109 SE 13th St.
Des Moines, Iowa 50319

PROJECT:

DHS WRC Storm Repairs
1251 334th Street
Woodward, Iowa 50276

FROM SUBCONTRACTOR:

Story Construction
2810 Wakefield Circle
Ames, Iowa 50010

APPLICATION NO: 3**INVOICE NO: 32352****PERIOD: 11/01/20 - 11/30/20****PROJECT NO: 9181.00-.05****CONTRACT NO: CMCA-9181.05-013****CONTRACT DATE: 09/21/2020****CERTIFICATE DATE: 12/22/2020****SUBMITTED DATE:****SUBCONTRACT FOR:** Story Construction Co. Exhibit #076CA (Three Roof Replacements)**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1. Original Contract Sum		\$28,520.92
2. Net change by change orders		\$0.00
3. Contract Sum to date (Line 1 ± 2)		\$28,520.92
4. Total completed and stored to date (Column G on detail sheet)		\$17,415.35
5. Retainage:		
a. 0.00% of completed work	\$0.00	
b. 0.00% of stored material	\$0.00	
Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$0.00
6. Total earned less retainage (Line 4 less Line 5 Total)		\$17,415.35
7. Less previous certificates for payment (Line 6 from prior certificate)		\$9,206.06
8. Current payment due:		\$8,209.29
9. Balance to finish, including retainage (Line 3 less Line 6)		\$11,105.57

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: Story Construction

By: _____ Date: _____

State of: _____
County of: _____
Subscribed and sworn to before
me this _____ day of _____
Notary Public: _____
My commission expires: _____

CONTINUATION SHEET

DOCUMENT DETAIL SHEET

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 3
APPLICATION DATE: 12/16/2020
PERIOD: 11/01/20 - 11/30/20

Contract Lines

CONTRACT SUMMARY											
A	B		C	D		E	F	G		H	I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED			MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	00-03 - Construction Manager CA	Pre-Construction Personnel	\$28,198.00	\$8,989.35	\$8,123.88		\$0.00	\$17,113.23	60.69%	\$11,084.77	\$0.00
2	00-03 - Construction Manager CA	Reimbursables	\$322.92	\$216.71	\$85.41		\$0.00	\$302.12	93.56%	\$20.80	\$0.00
	TOTALS:		\$28,520.92	\$9,206.06	\$8,209.29		\$0.00	\$17,415.35	61.06%	\$11,105.57	\$0.00

Grand Totals

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$28,520.92	\$9,206.06	\$8,209.29	\$0.00	\$17,415.35	61.06%	\$11,105.57	\$0.00



RE: DHS WRC Roof Replacements
Woodward, Iowa

Job #: 20415
Period: November 1 through November 30, 2020

BACK UP FOR INVOICE #32352

CM Services		
Project Managers	9.75 hours @ \$ 143.18 per hour	\$ 1,396.01
Project Superintendents	33.50 hours @ \$ 143.18 per hour	\$ 4,796.53
Project Engineer	19.00 hours @ \$ 85.48 per hour	\$ 1,624.12
Project Assistant	5.75 hours @ \$ 53.43 per hour	\$ 307.22
		\$ 8,123.86
Reimbursables		
Mileage	219 miles @ \$ 0.39 per mile	\$ 85.41
State of Iowa Project # 9181.05		
Exhibit # 076CA		

2810 Wakefield Circle

Ames, IA 50010-7707

515.232.4358

515.232.0599 fax

www.storycon.com

GENERAL CONSTRUCTION

DESIGN+BUILD

CONSTRUCTION MANAGEMENT

			WRC Cottages Storm Repair
			9181.05
			20415
Date	Driver	Notes	
11/4/20	Hand	Ames/Woodward/Maxwell : 59 - 19 = 40 Reimbursible Miles	40
11/4/20	Reams	Roundtrip Ames/Eldora	
11/5/20	Hand	Ames/Woodward/Maxwell : 59 - 19 = 40 Reimbursible Miles	40
11/6/20	Hand	Maxwell/Anamosa/Ames : 264 - 19 = 245 Reimbursible Miles	
11/6/20	Hand	Ames/Woodward/Maxwell : 59 - 19 = 40 Reimbursible Miles	40
11/10/20	Reams	Roundtrip Ames/Eldora	
11/11/20	Hand	Maxwell/Woodward/Ames : 59 - 19 = 40 Reimbursible Miles	40
11/12/20	Hand	Roundtrip Ames/Woodward	
11/13/20	Hand	Maxwell/Woodward/Maxwell : 59 - 38 = 21 Reimbursible Miles	
11/20/20	Vorrie	Roundtrip Ames/Woodward	
11/23/20	Hand	Roundtrip Ames/Woodward	59
11/30/20	Vorrie	Roundtrip Ames/Woodward	
		PAY PERIOD TOTALS	219

TO CONTRACTOR:

State of Iowa - Department of Administrative Services
109 SE 13th St.
Des Moines, Iowa 50319

PROJECT:

DHS WRC Storm Repairs
1251 334th Street
Woodward, Iowa 50276

FROM SUBCONTRACTOR:

Story Construction
2810 Wakefield Circle
Ames, Iowa 50010

APPLICATION NO: 4**INVOICE NO:** 32413**PERIOD:** 12/01/20 - 12/31/20**PROJECT NO:** 9181.00-.05**CONTRACT NO:** CMCA-9181.05-013**CONTRACT DATE:** 09/21/2020**CERTIFICATE DATE:** 01/21/2021**SUBMITTED DATE:****SUBCONTRACT FOR:** Story Construction Co. Exhibit #076CA (Three Roof Replacements)**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1. Original Contract Sum		\$28,520.92
2. Net change by change orders		\$0.00
3. Contract Sum to date (Line 1 ± 2)		\$28,520.92
4. Total completed and stored to date (Column G on detail sheet)		\$21,993.37
5. Retainage:		
a. 0.00% of completed work	\$0.00	
b. 0.00% of stored material	\$0.00	
Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$0.00
6. Total earned less retainage (Line 4 less Line 5 Total)		\$21,993.37
7. Less previous certificates for payment (Line 6 from prior certificate)		\$17,415.35
8. Current payment due:		\$4,578.02
9. Balance to finish, including retainage (Line 3 less Line 6)		\$6,527.55

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: Story Construction

By: _____

Date: _____

State of: _____
County of: _____
Subscribed and sworn to before
me this _____ day of _____
Notary Public: _____
My commission expires: _____

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$0.00	\$0.00
Total approved this month:		\$0.00	\$0.00
Totals:		\$0.00	\$0.00
Net change by change orders:		\$0.00	

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 4

Contractor's signed Certification is attached.

APPLICATION DATE: 01/15/2021

Use Column I on Contracts where variable retainage for line items apply.

PERIOD: 12/01/20 - 12/31/20

Contract Lines

A	B	C	D		E		F	G		H	I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	APPROVED WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)		BALANCE TO FINISH (C - G)	RETAINAGE
1	00-03 - Construction Manager CA	Pre-Construction Personnel	\$28,198.00	\$17,113.23	\$4,578.02	\$0.00	\$0.00	\$21,691.25	76.92%	\$6,506.75	\$0.00
2	00-03 - Construction Manager CA	Reimbursables	\$322.92	\$302.12	\$0.00	\$0.00	\$0.00	\$302.12	93.56%	\$20.80	\$0.00
TOTALS:			\$28,520.92	\$17,415.35	\$4,578.02	\$0.00	\$0.00	\$21,993.37	77.11%	\$6,527.55	\$0.00

Grand Totals

A	B	C	D		E		F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)		BALANCE TO FINISH (C - G)	RETAINAGE
GRAND TOTALS:		\$28,520.92	\$17,415.35		\$4,578.02		\$0.00	\$21,993.37	77.11%	\$6,527.55	\$0.00



RE: DHS WRC Roof Replacements
Woodward, Iowa

Job #: 20415
Period: December 1 through December 31, 2020

CM Services		
Project Managers	2.00 hours @ \$ 143.18 per hour	\$ 286.36
Project Superintendents	16.00 hours @ \$ 143.18 per hour	\$ 2,290.88
Project Engineer	22.00 hours @ \$ 85.48 per hour	\$ 1,880.56
Project Assistant	2.25 hours @ \$ 53.43 per hour	\$ 120.22
		\$ 4,578.02
State of Iowa Project # 9181.05		
Exhibit # 076CA		

2810 Wakefield Circle

Ames, IA 50010-7707

515.232.4358

515.232.0599 fax

www.storycon.com

GENERAL CONSTRUCTION

DESIGN+BUILD

CONSTRUCTION MANAGEMENT

9/17/2021

Activity code: BRUM

TO CONTRACTOR:

State of Iowa - Department of Administrative
Services
109 SE 13th St.
Des Moines, Iowa 50319

PROJECT:

DHS WRC Storm Repairs
1251 334th Street
Woodward, Iowa 50276

FROM SUBCONTRACTOR:

Black Hawk Roof Company
619 East 19th Street
Cedar Falls, Iowa 50613

APPLICATION NO: 1**INVOICE NO: 1**

PERIOD: 10/01/20 - 11/30/20

PROJECT NO: 9181.00-.05

CONTRACT NO: TC-9181.05-005

CONTRACT DATE: 10/12/2020

CERTIFICATE DATE: 12/31/2020

SUBMITTED DATE:

SUBCONTRACT FOR: Black Hawk Roof Company - 3 Cottage Roofs

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1. Original Contract Sum		\$155,945.00	
2. Net change by change orders		\$0.00	
3. Contract Sum to date (Line 1 ± 2)		\$155,945.00	
4. Total completed and stored to date (Column G on detail sheet)		\$152,945.00	
5. Retainage:			
a. 5.00% of completed work	\$7,647.25		
b. 0.00% of stored material	\$0.00		
Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$7,647.25	
6. Total earned less retainage (Line 4 less Line 5 Total)		\$145,297.75	
7. Less previous certificates for payment (Line 6 from prior certificate)		\$0.00	
8. Current payment due:		\$145,297.75	
9. Balance to finish, including retainage (Line 3 less Line 6)		\$10,647.25	

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$0.00	\$0.00
Total approved this month:		\$0.00	\$0.00
Totals:		\$0.00	\$0.00
Net change by change orders:		\$0.00	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: Black Hawk Roof Company

By: _____

Date: _____

State of: _____

County of: _____

Subscribed and sworn to before
me this _____ day of _____

Notary Public: _____

My commission expires: _____

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 1
APPLICATION DATE: 12/01/2020
PERIOD: 10/01/20 - 11/30/20

Contract Lines

Contract Lines		A	B	C	D		E	F		G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE				
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD									
1	00-06 - Construction BRUM	Roofing Labor	\$17,490.40	\$0.00	\$17,490.40	\$0.00	\$17,490.40	100.00%	\$0.00	\$874.52				
2	00-06 - Construction BRUM	Roofing Material	\$26,235.60	\$0.00	\$26,235.60	\$0.00	\$26,235.60	100.00%	\$0.00	\$1,311.78				
3	00-06 - Construction BRUM	Gutter Labor	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00				
4	00-06 - Construction BRUM	Gutter Material	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$150.00				
5	00-06 - Construction BRUM	Closeout	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00				
6	00-06 - Construction BRUM	Roofing Labor	\$17,490.40	\$0.00	\$17,490.40	\$0.00	\$17,490.40	100.00%	\$0.00	\$874.52				
7	00-06 - Construction BRUM	Roofing Material	\$26,235.60	\$0.00	\$26,235.60	\$0.00	\$26,235.60	100.00%	\$0.00	\$1,311.78				
8	00-06 - Construction BRUM	Gutter Labor	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00				
9	00-06 - Construction BRUM	Gutter Material	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$150.00				
10	00-06 - Construction BRUM	Closeout	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00				
11	00-06 - Construction BRUM	Roofing Labor	\$20,357.20	\$0.00	\$20,357.20	\$0.00	\$20,357.20	100.00%	\$0.00	\$1,017.86				
12	00-06 - Construction BRUM	Roofing Material	\$30,535.80	\$0.00	\$30,535.80	\$0.00	\$30,535.80	100.00%	\$0.00	\$1,526.79				
13	00-06 - Construction BRUM	Gutter Labor	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00				
14	00-06 - Construction BRUM	Gutter Material	\$3,600.00	\$0.00	\$3,600.00	\$0.00	\$3,600.00	100.00%	\$0.00	\$180.00				
15	00-06 - Construction BRUM	Closeout	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00				
TOTALS:			\$155,945.00	\$0.00	\$152,945.00	\$0.00	\$152,945.00	98.08%	\$3,000.00	\$7,647.25				

Change Orders

Change Orders										
A	B	C	D	E		F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	CCO # 001 CE #003 - Update Substantial Completion to 11/20/2020									
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	
1.1	00-06 No cost 10 day time extension									
	TOTALS:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	NaN%	\$0.00	\$0.00	

Grand Totals										
A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED			MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
	GRAND TOTALS:	\$155,945.00	\$0.00		\$152,945.00	\$0.00	\$152,945.00	98.08%	\$3,000.00	\$7,647.25

TO CONTRACTOR:

State of Iowa - Department of Administrative
Services
109 SE 13th St.
Des Moines, Iowa 50319

PROJECT:

DHS WRC Storm Repairs
1251 334th Street
Woodward, Iowa 50276

FROM SUBCONTRACTOR:

Black Hawk Roof Company
619 East 19th Street
Cedar Falls, Iowa 50613

SUBCONTRACT FOR: Black Hawk Roof Company - 3 Cottage Roofs

APPLICATION NO: 2

INVOICE NO: 9181.05-2

PERIOD: 12/01/20 - 06/23/21

PROJECT NO: 9181.00~.05

CONTRACT NO: TC-9181.05-005

CONTRACT DATE: 10/12/2020

CERTIFICATE DATE: 07/13/2021

SUBMITTED DATE:

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum		\$155,945.00
2.	Net change by change orders		\$(200.00)
3.	Contract Sum to date (Line 1 ± 2)		\$155,745.00
4.	Total completed and stored to date (Column G on detail sheet)		\$155,745.00
5.	Retainage:		
	a. <u>5.00%</u> of completed work	\$7,787.25	
	b. <u>0.00%</u> of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$7,787.25
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$147,957.75
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$145,297.75
8.	Current payment due:		\$2,660.00
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$7,787.25

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$0.00	\$0.00
Total approved this month:		\$0.00	\$(200.00)
	Totals:	\$0.00	\$(200.00)
Net change by change orders:			\$(200.00)

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: Black Hawk Roof Company

By: _____ Date: _____

State of: _____
County of: _____
Subscribed and sworn to before
me this _____ day of _____
Notary Public: _____
My commission expires: _____

CONTINUATION SHEET

DOCUMENT DETAIL SHEET

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 2
APPLICATION DATE: 06/23/2021
PERIOD: 12/01/20 - 06/23/21

Contract Lines

ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs.Construction BRUM.MM21	Roofing Labor	\$17,490.40	\$17,490.40	\$0.00	\$0.00	\$17,490.40	100.00%	\$0.00	\$874.52
2	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs.Construction BRUM.MM21	Roofing Material	\$26,235.60	\$26,235.60	\$0.00	\$0.00	\$26,235.60	100.00%	\$0.00	\$1,311.78
3	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs.Construction BRUM.MM21	Gutter Labor	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
4	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs.Construction BRUM.MM21	Gutter Material	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$150.00
5	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs.Construction BRUM.MM21	Closeout	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00
6	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs.Construction BRUM.MM21	Roofing Labor	\$17,490.40	\$17,490.40	\$0.00	\$0.00	\$17,490.40	100.00%	\$0.00	\$874.52
7	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs.Construction BRUM.MM21	Roofing Material	\$26,235.60	\$26,235.60	\$0.00	\$0.00	\$26,235.60	100.00%	\$0.00	\$1,311.78
8	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs.Construction BRUM.MM21	Gutter Labor	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
9	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs.Construction BRUM.MM21	Gutter Material	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$150.00
10	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs.Construction BRUM.MM21	Closeout	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00

A	B	C	D		E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
11	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs Construction BRUM.MM21	Roofing Labor	\$20,357.20	\$20,357.20	\$0.00	\$0.00	\$20,357.20	100.00%	\$0.00	\$1,017.86
12	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs Construction BRUM.MM21	Roofing Material	\$30,535.80	\$30,535.80	\$0.00	\$0.00	\$30,535.80	100.00%	\$0.00	\$1,526.79
13	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs Construction BRUM.MM21	Gutter Labor	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00
14	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs Construction BRUM.MM21	Gutter Material	\$3,600.00	\$3,600.00	\$0.00	\$0.00	\$3,600.00	100.00%	\$0.00	\$180.00
15	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs Construction BRUM.MM21	Closeout	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00
TOTALS:			\$155,945.00	\$152,945.00	\$3,000.00	\$0.00	\$155,945.00	100.00%	\$0.00	\$7,797.25

Change Orders

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	CCO # 001 CE #003 - Update Substantial Completion to 11/20/2020								
1.1	00-06 No cost 10 day time extension	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
2	CCO # 002 Black Hawk Roof Change Order #002								
2.1	00-06 Credit for Ice & Water Barrier	\$(200.00)	\$0.00	\$(200.00)	\$0.00	\$(200.00)	100.00%	\$0.00	\$(10.00)
TOTALS:		\$(200.00)	\$0.00	\$(200.00)	\$0.00	\$(200.00)	100.00%	\$0.00	\$(10.00)

Grand Totals

Contract Form No. _____										
A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)		
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
GRAND TOTALS:		\$155,745.00	\$152,945.00	\$2,800.00	\$0.00	\$155,745.00	100.00%	\$0.00	\$7,787.25	

TO CONTRACTOR:

State of Iowa - Department of Administrative
Services
109 SE 13th St.
Des Moines, Iowa 50319

PROJECT:

DHS WRC Storm Repairs
1251 334th Street
Woodward, Iowa 50276

FROM SUBCONTRACTOR:

Black Hawk Roof Company
619 East 19th Street
Cedar Falls, Iowa 50613

SUBCONTRACT FOR: Black Hawk Roof Company - 3 Cottage Roofs

APPLICATION NO: 3

INVOICE NO: 3 Retainage

PERIOD: 06/24/21 - 06/30/21

PROJECT NO: 9181.00~.05

CONTRACT NO: TC-9181.05-005

CONTRACT DATE: 10/12/2020

CERTIFICATE DATE: 07/16/2021

SUBMITTED DATE:

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum		\$155,945.00
2.	Net change by change orders		\$(200.00)
3.	Contract Sum to date (Line 1 ± 2)		\$155,745.00
4.	Total completed and stored to date (Column G on detail sheet)		\$155,745.00
5.	Retainage:		
	a. 0.00% of completed work	\$0.00	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$0.00
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$155,745.00
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$147,957.75
8.	Current payment due:		\$7,787.25
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$0.00

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$0.00	\$(200.00)
Total approved this month:		\$0.00	\$0.00
Totals:		\$0.00	\$(200.00)
Net change by change orders:			\$(200.00)

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: Black Hawk Roof Company

By: _____

Date: _____

State of: _____
County of: _____
Subscribed and sworn to before
me this _____ day of _____
Notary Public: _____
My commission expires: _____

CONTINUATION SHEET

DOCUMENT DETAIL SHEET

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 3
APPLICATION DATE: 07/14/2021
PERIOD: 06/24/21 - 06/30/21

Contract Lines

ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs.Construction BRUM.MM21	Roofing Labor	\$17,490.40	\$17,490.40	\$0.00	\$0.00	\$17,490.40	100.00%	\$0.00	\$0.00
2	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs.Construction BRUM.MM21	Roofing Material	\$26,235.60	\$26,235.60	\$0.00	\$0.00	\$26,235.60	100.00%	\$0.00	\$0.00
3	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs.Construction BRUM.MM21	Gutter Labor	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$0.00
4	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs.Construction BRUM.MM21	Gutter Material	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$0.00
5	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs.Construction BRUM.MM21	Closeout	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$0.00
6	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs.Construction BRUM.MM21	Roofing Labor	\$17,490.40	\$17,490.40	\$0.00	\$0.00	\$17,490.40	100.00%	\$0.00	\$0.00
7	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs.Construction BRUM.MM21	Roofing Material	\$26,235.60	\$26,235.60	\$0.00	\$0.00	\$26,235.60	100.00%	\$0.00	\$0.00
8	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs.Construction BRUM.MM21	Gutter Labor	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$0.00
9	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs.Construction BRUM.MM21	Gutter Material	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$0.00
10	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs.Construction BRUM.MM21	Closeout	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$0.00

A		B	C	D		E		F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE		
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD								
11	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs.Construction BRUM.MM21	Roofing Labor	\$20,357.20	\$20,357.20	\$0.00	\$0.00	\$20,357.20	100.00%	\$0.00	\$0.00		
12	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs.Construction BRUM.MM21	Roofing Material	\$30,535.80	\$30,535.80	\$0.00	\$0.00	\$30,535.80	100.00%	\$0.00	\$0.00		
13	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs.Construction BRUM.MM21	Gutter Labor	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$0.00		
14	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs.Construction BRUM.MM21	Gutter Material	\$3,600.00	\$3,600.00	\$0.00	\$0.00	\$3,600.00	100.00%	\$0.00	\$0.00		
15	9181.05.00-06.MM21 9181.05 3 Cottage Roof Storm Repairs Construction BRUM.MM21	Closeout	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$0.00		
TOTALS:			\$155,945.00	\$155,945.00	\$0.00	\$0.00	\$155,945.00	100.00%	\$0.00	\$0.00		

Change Orders

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	CCO # 001 CE #003 - Update Substantial Completion to 11/20/2020								
1.1	00-06 No cost 10 day time extension	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
2	CCO # 002 Black Hawk Roof Change Order #002								
2.1	00-06 Credit for Ice & Water Barrier	\$(200.00)	\$(200.00)	\$0.00	\$0.00	\$(200.00)	100.00%	\$0.00	\$0.00
TOTALS:		\$(200.00)	\$(200.00)	\$0.00	\$0.00	\$(200.00)	100.00%	\$0.00	\$0.00

Grand Totals

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$155,745.00	\$155,745.00	\$0.00	\$0.00	\$155,745.00	100.00%	\$0.00	\$0.00