

MEMBERS OF COUNCIL

HON. KIM REYNOLDS
GOVERNOR

HON. PAUL D. PATE
SECRETARY OF STATE

HON. ROB SAND
AUDITOR OF STATE

HON. ROBY SMITH
TREASURER OF STATE

HON. MIKE NAIG
SECRETARY OF AGRICULTURE



Executive Council of Iowa

CAPITOL BUILDING
DES MOINES, IOWA 50319
PHONE: 515 281-5368
FAX: 515 281-7562

March 4, 2024

Accounting Department
Office of the Treasurer
Lucas Building
321 E 12th Street
Des Moines, IA, 50319

The Executive Council, in a meeting held on this date, approved the Department of Human Services – Woodward Resources Center request for a supplemental emergency allocation in the amount of \$261,850.26. This brings to total allocation to \$1,208,850.94. On August 10, 2020, a derecho caused damaged to multiple roofs, trees and also caused water damage. Request was to cover repair costs.

This represents full and final payment and this allocation will be closed.

EXECUTIVE COUNCIL OF IOWA

Victoria Newton

Victoria Newton
Executive Secretary

cc: Kelly Kennedy Garcia, Director, Department of Human Services
Christy Rupp, Secretary II, Cherokee Mental Health Institute
Eric DeTemmerman, Executive Officer, Department of Human Services
Jennifer Kleene, Department of Administrative Services
Joel Lunde, Department of Management



OFFICE OF AUDITOR OF STATE
STATE OF IOWA

Rob Sand
Auditor of State

State Capitol Building
Des Moines, Iowa 50319-0004
Telephone (515) 281-5834 Facsimile (515) 281-6518

February 1, 2024

Victoria Newton
Executive Council
L O C A L

Subject: Damages to Multiple Roofs, Trees and Potential Water Damage due to Derecho/
Storms on August 10, 2020
Woodward Resource Center – Department of Human Services
Claim dated March 21, 2022
Supplemental Requests dated April 7, 2022, May 3, 2022, April 19, 2022,
November 16, 2022 and May 8, 2023
AOS Claim ID: 1984

The Woodward Resource Center – Department of Human Services has requested a supplemental allocation and reimbursement totaling \$261,850.26 for the repair costs related to the Birches and Powerhouse buildings, which increases the allocation to \$1,208,850.94. In accordance with Executive Council policy, we have examined the claim for 29C.20 funds for the above-mentioned damage and we recommend Executive Council approval of the supplemental allocation and reimbursement request of \$261,850.26 to be paid to the Department of Administrative Services. This represents full and final payment of the loss.

Sincerely,

Brian R. Brustkern, CPA
Deputy Auditor of State

cc: Kelly Garcia, Director, Department of Human Services
Christy Rupp, Secretary II, Cherokee Mental Health Institute
Eric DeTemmerman, Executive Officer, Department of Human Services
Jennifer Kleene, Department of Administrative Services

STATE OF IOWA DEPARTMENT OF
Health AND **Human**
SERVICES

Kim Reynolds
GOVERNOR

Adam Gregg
LT. GOVERNOR

Kelly Garcia
DIRECTOR

May 8, 2023

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.

This specific 29C.20 request for allocation and reimbursement is for the repair of damages to the Birches and Powerhouse buildings. The total damage to the Birches buildings was \$207,253.64 and total damage to the Powerhouse was \$54,596.62. Total cost of the repairs for the two buildings combined was \$261,850.26 and we are requesting allocation and reimbursement of this amount (\$261,850.26) to remediate the costs of the derecho storm for these buildings. Copies of invoices, proof of payment, and pictures are enclosed for review.

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

Kelly Garcia (May 16, 2023 07:54 CDT)

Kelly Garcia,
Director

KG/edt

2/14/2024 email from Clinton Reynolds

Hello,

These payments need made directly to DAS as they funded these portions.

Birches (\$207,253.64) : 0017-335-MM21-0657-918101

Powerhouse (\$54,596.62) : 0017-335-MM21-0657-918103

May 15, 2023

REQUEST FOR DIRECTORS SIGNATURE

FROM: Cory Turner, M.L.S.
Director, State Operated Facilities

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

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.

This specific 29C.20 request for reimbursement is for the repair of damages to Birches and Powerhouse buildings. The total damage to the Birches buildings was \$207,253.64 and total damage to the Powerhouse was \$54,596.62. Total cost of the repairs for the two buildings combined was \$261,850.26 and we are requesting allocation and reimbursement of this amount (\$261,850.26) to remediate the costs of the derecho storm for these buildings. Enclosed are copies of invoices and proof of payment.

DIRECTOR'S ACKNOWLEDGEMENT

STAMP

DISAPPROVE

MODIFY

SCHEDULE BRIEFING

COMMENTS:

Kelly Garcia

Kelly Garcia (May 16, 2023 07:54 CDT)



Contract PO-9181.02-003

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

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

Black Hawk Roof Co - Temporary Roofing

DATE CREATED:	09/10/2020	CREATED BY:	Jennifer Kleene (State of Iowa - Department of Adminis)
CONTRACT COMPANY:	Black Hawk Roof Company 619 East 19th Street Cedar Falls, Iowa 50613		

DEFAULT RETAINAGE:

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 #:	

DESCRIPTION:

Temporary roof repairs for Birches, Linden and the Powerhouse due to storm damage. Full roof replacement will be designed and contracted for separately.

#	SUB JOBS	COST CODE	DESCRIPTION	TYPE	AMOUNT
1	9181.01 Birches Storm Repairs	00-06 - Construction BRUM	Birches Temporary Roof Repairs	MM21	\$ 38,354.92
2	9181.02 Linden Storm Repairs	00-06 - Construction BRUM	Linden Temporary Roof Repairs	MM21	\$ 30,790.00
3	9181.03 Powerhouse Storm Repairs	00-06 - Construction BRUM	Powerhouse Temporary Roof Repairs	MM21	\$ 2,600.89
Grand Total:					\$ 71,745.81

CONTRACT TYPE: P.O.

SDCRB DOCUMENT REQUEST FORM / TRACKING SHEET

Date: 09/10/2020

Project No: 9181.00-.05

Project Name: DHS WRC Storm Repairs

Document Type: P.O.

Project Anticipated Start Date: Upon written notice to proceed Resp. Agency: 335

FOB: Destination

Project Expected Completion Date:

Bid tab sheets included: No

Vendor Code: 00002120676

Vendor Name: Black Hawk Roof Company

Address: 619 East 19th Street

City: Cedar Falls, Iowa Zip: 50613

Contract/Bid #: Emergency

DESCRIPTION OF DOCUMENT REQUEST: Temporary roof repairs for Birches, Linden and the Powerhouse due to storm damage. Full roof replacement will be designed and contracted for separately.

Object Code: 9255

LNE	COMM CODE	Description	Amount
1	912	Birches Temporary Roof Repairs	\$38,354.92
1	912	Linden Temporary Roof Repairs	\$30,790.00
1	912	Powerhouse Temporary Roof Repairs	\$2,600.89
Grand Total:			\$71,745.81

Chief Operating Officer: Charlee Cross Client Agency: 335 Date: 09/10/2020



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

Contract DP-9181.01-.04-012

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

Genesis Architectural Design

DATE CREATED:	09/01/2020		
CONTRACT COMPANY:	Genesis Architectural Design 939 Office Park Road, Suite 101 West Des Moines, Iowa 50265	CREATED BY:	Sam Vorrie (Story Construction)
DEFAULT RETAINAGE:	0.0%		
RFP/B#:	Emergency	OBJECT CODE:	9260
COMMODITY CODE:	912	SHIP TO CODE:	564-Woodward
BILL TO CODE:	033	ACTIVITY CODE:	DSGN
VENDOR NUMBER:	00002092152	PO #:	PO 33521267500

DESCRIPTION:

Design and construction services for repairing Birches, Linden, Power House, and Medical Center buildings at the Woodward Resource Center.

#	SUB JOBS	COST CODE	DESCRIPTION	TYPE	AMOUNT
1	9181.01 Birches Storm Repairs	00-04 - Design	9181.01 Design Services	MM21	\$ 4,200.00
2	9181.02 Linden Storm Repairs	00-04 - Design	9181.02 Design Services	MM21	\$ 6,300.00
3	9181.03 Powerhouse Storm Repairs	00-04 - Design	9181.03 Design Services	MM21	\$ 4,200.00
4	9181.04 Med Center Storm Repairs	00-04 - Design	9181.04 Design Services	MM21	\$ 5,500.00
Grand Total:					\$ 20,200.00

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 16	3.2.9.7: # OF SUBSTANTIAL COMPLETION VISITS	4
3.2.9.8: NUMBER OF FINAL COMPLETION VISITS	4	3.2.9.9: # OF CORRECTION VISITS	0
5.1: COMPLETION OF CONSTRUCTION DOCUMENTS NO LATER THAN <u>30</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:			
Birches Design & Bid Document Phase	\$2,800		
Birches Construction Phase	\$1,400		
Linden Design & Bid Document Phase	\$4,350		
Linden Construction Phase	\$1,950		
Power House Design & Bid Document Phase	\$2,800		
Power House Construction Phase	\$1,400		
Med Center Design & Bid Document Phase	\$3,950		
Med Center Construction Phase	\$1,550		
Total	\$20,200		

10.1.1: OWNER SHALL OBTAIN OWNERSHIP OF THE COPYRIGHT

ARTICLE 11: SCHEDULE OF EXHIBITS

Proposal Dated: 9/9/2020

Scope of work is for EACH of the following buildings:



Contract DP-9181.01-.04-012

9181.01 Birches
9181.02 Linden
9181.03 Power House
9181.04 Medical Center

Design & Bid Document Phase

Kick off mtg, contract review
Site survey damage and conditions
Roof plan, scope notes and details
50% Design Review mtg (online)
Garland Roofing coordination
SFM Exemption Request
75% CD scope and detail check - on site (1 trip)
95% Cost Estimate & Design Review Meeting (1 trip)
CD Redlines/Changes/Issue Bid Documents
Full bid specifications manual Div 2-14.
Coordinate with Owner, CM and Plant Mgr.
Additional work for exhaust fan & attachment coord.
Review & coord. misc Powerhouse repairs
Additional work for Metal Details

Construction Phase

Pre-Construction Conference (1 trip)
Review shop drawing submittals
Coordinate with Owner, CM and Contractor.
One intermediate Site Observation with report (1 trip)
Substantial Completion Punch List Inspection (1 trip)
Punch Follow Up & Final Completion Inspection (1 trip)

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

1. AGREEMENT
2. GENERAL PROVISIONS
3. DESIGN PROFESSIONAL'S RESPONSIBILITIES
4. OWNER'S RESPONSIBILITIES
5. TIME
6. COMPENSATION AND PAYMENTS
7. INDEMNITY, INSURANCE AND WAIVERS
8. TERMINATION
9. DISPUTE MITIGATION AND RESOLUTION
10. MISCELLANEOUS PROVISIONS
11. SCHEDULE OF EXHIBITS

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 09/21/2020 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)
Genesis Architectural Design
939 Office Park Road, Suite 101
West Des Moines, Iowa 50265

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 16 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 4 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 4 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 Edward Matt 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 30 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 \$20,200.00.

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:

Birches Design & Bid Document Phase	\$2,800
Birches Construction Phase	\$1,400
Linden Design & Bid Document Phase	\$4,350
Linden Construction Phase	\$1,950
Power House Design & Bid Document Phase	\$2,800
Power House Construction Phase	\$1,400



Med Center Design & Bid Document Phase	\$3,950
Med Center Construction Phase	\$1,550
Total	\$20,200

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 (l) 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

Proposal Dated: 9/9/2020

Scope of work is for EACH of the following buildings:

- 9181.01 Birches
- 9181.02 Linden
- 9181.03 Power House
- 9181.04 Medical Center

Design & Bid Document Phase

- Kick off mtg, contract review
- Site survey damage and conditions
- Roof plan, scope notes and details
- 50% Design Review mtg (online)



Garland Roofing coordination
SFM Exemption Request
75% CD scope and detail check - on site (1 trip)
95% Cost Estimate & Design Review Meeting (1 trip)
CD Redlines/Changes/Issue Bid Documents
Full bid specifications manual Div 2-14.
Coordinate with Owner, CM and Plant Mgr.
Additional work for exhaust fan & attachment coord.
Review & coord. misc Powerhouse repairs
Additional work for Metal Details

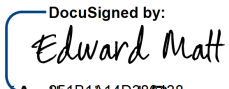
Construction Phase

Pre-Construction Conference (1 trip)
Review shop drawing submittals
Coordinate with Owner, CM and Contractor.
One intermediate Site Observation with report (1 trip)
Substantial Completion Punch List Inspection (1 trip)
Punch Follow Up & Final Completion Inspection (1 trip)

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

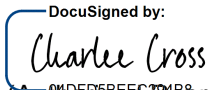
OWNER State of Iowa – DAS Department of Administrative Services

Design Professional: Genesis Architectural Design

By: 
DocuSigned by:
Edward Matt
251811410380238
(Authorized Representative)

Name: Edward Matt
Title: Principal
Date: 9/16/2020

Owner: State of Iowa - DAS

By: 
DocuSigned by:
Charlee Cross
010F6585E6C79183
(Authorized Representative)

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

END OF DOCUMENT.





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

Contract TC-9181.01-011

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

Black Hawk Roof Company - Birches

DATE CREATED:	10/16/2020		
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 33521300500

DESCRIPTION:

EPDM roof replacement for the Birches building at the Woodward Resource Center.

#	SUB JOBS	COST CODE	DESCRIPTION	TYPE	AMOUNT
1	9181.01 Birches Storm Repairs	00-06 - Construction BRUM	9181.01 Birches Roof Replacement	MM21	\$ 133,583.00
Grand Total:					\$ 133,583.00

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	62	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 quote of \$133,583.00 for the roof replacement of the Birches building only.			
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		

ConsensusDocs 802

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND TRADE CONTRACTOR

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



TABLE OF ARTICLES

1. AGREEMENT
2. GENERAL PROVISIONS
3. TRADE CONTRACTOR'S OBLIGATIONS
4. OWNER'S RESPONSIBILITIES
5. SUBCONTRACTS
6. TRADE CONTRACT TIME
7. TRADE CONTRACT PRICE
8. CHANGES
9. PAYMENT
10. INDEMNITY, INSURANCE, WAIVERS AND BONDS
11. SUSPENSION, NOTICE TO CURE AND TERMINATION OF AGREEMENT
12. DISPUTE MITIGATION AND RESOLUTION
13. MISCELLANEOUS PROVISIONS
14. TRADE CONTRACT DOCUMENTS

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 10/30/2020, 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 PRIVACY 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 62 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 Schedule. 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: \$133,583.00. 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 quote of \$133,583.00 for the roof replacement of the Birches building only.

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 manger'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:

9/22/2020 Request for Proposal - Emergency Procurement
Woodward Resource Center 2020 Storm Damage EPDM Roofing Repairs dated 9/22/2020
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

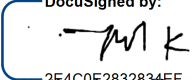


shall control. Information identified in one Trade Contract Document and not identified in another shall not be considered to be a conflict or inconsistency.

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

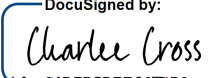
By: 
(Authorized Representative)

Name: Michael Kelly

Title: Project Manager

Date: 10/20/2020

Owner: State of Iowa - DAS

By: 
(Authorized Representative)

Name: Charles Cross

Title: Division Director, Division of Business and Property Services

Date: 10/22/2020

END OF DOCUMENT.



**Contract #TC-9181.01-011**

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

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

Change Order #01: Black Hawk CO #1 - Birches Roof Time Extension to 1/08/2021

CONTRACT COMPANY:	Black Hawk Roof Company 619 East 19th Street Cedar Falls, Iowa 50613	CONTRACT FOR:	TC-9181.01-011:Black Hawk Roof Company - Birches
DATE CREATED:	12/23/2020	CREATED BY:	Jon Hand (Story Construction)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REFERENCE:		CHANGE REASON:	Unforeseen Condition
SCHEDULE IMPACT:	9	TOTAL AMOUNT:	\$0.00

DESCRIPTION:

CE #13 - Birches Roof Time Extension

Add 9 days to the contract duration to change the substantial completion date to 1/08/2021.

This is a no cost change.

ATTACHMENTS:**Change Order Line Items:**

#	Sub Job	Cost Code	Description	Reason	Type	Amount
1	9181.01 Birches Storm Repairs	00-06 - Construction BRUM	No cost 9 day time extension	Unforeseen Condition	MM21	\$0.00
Grand Total:						\$0.00

ConsensusDocs® 813

TRADE CONTRACT CHANGE ORDER

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



Project Name: DHS WRC Storm Repairs

Project No.: 9181.00-.05

Trade Contractor: Black Hawk Roof Company

Contract Date: 10/30/2020

Owner: State of Iowa - DAS

Trade Contract Change Order No. 01

Construction Manager: Story Construction

Design Professional: Genesis Architectural Design

This Change Order is made this 23rd day of December, 2020, by State of Iowa - DAS (Owner) and Black Hawk Roof Company (Trade Contractor), for the following change(s) within the scope of the Trade Contract Work:

CE #13 - Birches Roof Time Extension

Add 9 days to the contract duration to change the substantial completion date to 1/08/2021.

This is a no cost change.

The Owner agrees to pay for all changes in the Trade Contract Work performed by the Trade Contractor under this Trade Contract Change Order according to the terms of the Agreement. The amount paid by the Owner shall be full compensation for all such Changed Work requested. The change, if any, in the Trade Contract Price shall be computed according to one of the following methods.

1. Lump Sum of \$0.00



- 2. Costs Plus a Fee
- 3. Costs Plus Overhead of N/A and Profit of N/A
- 4. Unit Price
- 5. Other
- 6. No Change

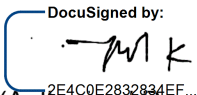
If Item 2 or 3 is checked, the Trade Contractor shall submit promptly to Owner such itemized labor and material breakdowns as Owner may require for Changed Work performed or deleted from the Agreement by this Trade Contract Change Order. The Trade Contractor shall include the amount of such change in its next application for payment as a separate line item.

The Trade Contract Time, if affected by this Trade Contract Change Order, is modified as follows:

Add 9 days OR deduct N/A days.

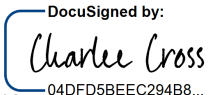
Original Contract Price: \$133,583.00
Change in Contract Price from previously approved Change Orders: \$0.00
Change in Contract Price from this Change Order: \$0.00
Revised Contract Price: \$133,583.00

Trade Contractor: Black Hawk Roof Company

By: 
(Authorized Representative)

Name: Michael Kelly
Title: Project Manager
Date: 12/28/2020

Owner: State of Iowa - DAS

By: 
(Authorized Representative)

Name: Charlee Cross
Title: Division Director, Division of Business and Property Services
Date: 12/29/2020

END OF DOCUMENT.





Contract #TC-9181.01-011

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

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

Change Order #02: Black Hawk Roof Company CO#002

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

CONTRACT FOR: TC-9181.01-011:Black Hawk Roof Company - Birches

DATE CREATED: 1/08/2021

CREATED BY: Sam Vorrie (Story Construction)

REVISION:

CHANGE REASON: Contractor Defective Work

SCHEDULE IMPACT: 14

TOTAL AMOUNT: (\$1,422.00)

DESCRIPTION:

CE #14 - Credit for Roof Drains and Extending Substantial Completion to 1/22/2021

Per Ed Matt's observation report on his 12/22/2020 visit, note #9 indicates that the roof drains were reused and were not new as the plans indicated. This change order provides a credit for the labor and materials for two new roof drains. Due to delay with the sheet metal manufacturer, substantial completion of the project will be delayed 14 days to 1/22/2021.

ATTACHMENTS:

[Architect Approval - CE#14 WRC Roof Drain Credit.pdf](#) [Obs Report 2 12-22-20.pdf](#)

Change Order Line Items:

#	Sub Job	Cost Code	Description	Reason	Type	Amount
1	9181.01 Birches Storm Repairs	00-06 - Construction BRUM	Credit for Roof Drains & Add 14 days	Contractor Defective Work	MM21	\$(1,422.00)
Grand Total:						\$(1,422.00)

ConsensusDocs® 813

TRADE CONTRACT CHANGE ORDER

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



Project Name: DHS WRC Storm Repairs

Project No.: 9181.00-.05

Trade Contractor: Black Hawk Roof Company

Contract Date: 10/30/2020

Owner: State of Iowa - DAS

Trade Contract Change Order No. 02

Construction Manager: Story Construction

Design Professional: Genesis Architectural Design

This Change Order is made this 8th day of January, 2021, by

State of Iowa - DAS (Owner) and Black Hawk Roof Company (Trade Contractor),

for the following change(s) within the scope of the Trade Contract Work:

CE #14 - Credit for Roof Drains and Extending Substantial Completion to 1/22/2021

Per Ed Matt's observation report on his 12/22/2020 visit, note #9 indicates that the roof drains were reused and were not new as the plans indicated. This change order provides a credit for the labor and materials for two new roof drains. Due to delay with the sheet metal manufacturer, substantial completion of the project will be delayed 14 days to 1/22/2021.

The Owner agrees to pay for all changes in the Trade Contract Work performed by the Trade Contractor under this Trade Contract Change Order according to the terms of the Agreement. The amount paid by the Owner shall be full compensation for all such Changed Work requested. The change, if any, in the Trade Contract Price shall be computed according to one of the following methods.



- 1. Lump Sum of \$-1,422.00
- 2. Costs Plus a Fee
- 3. Costs Plus Overhead of 0 and Profit of 0
- 4. Unit Price
- 5. Other
- 6. No Change

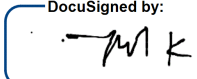
If Item 2 or 3 is checked, the Trade Contractor shall submit promptly to Owner such itemized labor and material breakdowns as Owner may require for Changed Work performed or deleted from the Agreement by this Trade Contract Change Order. The Trade Contractor shall include the amount of such change in its next application for payment as a separate line item.

The Trade Contract Time, if affected by this Trade Contract Change Order, is modified as follows:

Add 14 days OR deduct 0 days.

Original Contract Price: \$133,583.00
Change in Contract Price from previously approved Change Orders: \$0.00
Change in Contract Price from this Change Order: \$-1,422.00
Revised Contract Price: \$132,161.00

Trade Contractor: Black Hawk Roof Company

By: 
(Authorized Representative)

Name: Michael Kelly
Title: Project Manager
Date: 1/8/2021

Owner: State of Iowa - DAS

By: 
(Authorized Representative)

Name: Charlee Cross
Title: Division Director, Division of Business and Property Services
Date: 1/12/2021

END OF DOCUMENT.



Doc Record Date	Document ID	Check Number	VCUST	Vendor Customer Name	Vendor Invoice Number	Unit	Sub	Posting Am
11/05/20	3352125PA4203	000000071017215	00002120676	Blackhawk Roof Co Inc	9181.01~.03-FINAL	MM21		\$38,354.92
01/21/21	3352130PA0500	000000071124092	00002120676	Blackhawk Roof Co Inc	9181.01-1	MM21		\$113,069.47
02/09/21	3352130PB0500	000000071156475	00002120676	Blackhawk Roof Co Inc	9181.01-2	MM21		\$11,212.37
05/07/21	3352130PC0500	000000071297533	00002120676	Blackhawk Roof Co Inc	9181.01-3	MM21		\$1,271.10
05/13/21	3352130PD0500	000000071305253	00002120676	Blackhawk Roof Co Inc	9181.01-11-4-RETAINAGE	MM21		\$6,608.06
11/30/20	3352126PA7500	000000071045895	00002092152	Genesis Architectural	2013-01	MM21		\$2,800.00
12/30/20	3352126PB7500	000000071094729	00002092152	Genesis Architectural	2013-02	MM21		\$350.00
02/24/21	3352126PC7500	000000071177564	00002092152	Genesis Architectural	2013-03	MM21		\$910.00
05/27/21	3352126PD7500	000000071328617	00002092152	Genesis Architectural	2013-04	MM21		\$140.00
09/22/20	3352124PA4500	000000085070576	00002110695	Story Construction Co	32185	MM21		\$4,328.76
10/26/20	3352124PB4500	000000085099185	00002110695	Story Construction Co	32230	MM21		\$2,973.65
11/19/20	3352124PC4500	000000085120306	00002110695	Story Construction Co	32293	MM21		\$943.49
11/19/20	3352128PA7503	000000085120314	00002110695	Story Construction Co	32294	MM21		\$712.69
12/22/20	3352128PB7503	000000085147714	00002110695	Story Construction Co	32358	MM21		\$3,847.77
01/21/21	3352128PC7503	000000085168136	00002110695	Story Construction Co	32409	MM21		\$3,007.07
02/23/21	3352128PD7503	000000085195893	00002110695	Story Construction Co	32457	MM21		\$5,635.46
04/21/21	3352128PE7503	000000085243784	00002110695	Story Construction Co	32546	MM21		\$4,244.13
05/28/21	3352128PF7503	000000085276096	00002110695	Story Construction Co	32605-FINAL	MM21		\$2,809.10

Total payments	\$203,218.04
PM Time	2816.75
Moved from 9181.00	1218.85
Total	\$207,253.64

DHS WRC Birches Storm Repairs 29C20

Project # 9181.01

Program code 918101

Major Program 3D02

Recap

Acct. Codes-0017-335-MM21

Project Manager - Jennifer K

	TRANSFERS	CONTRACTED	EXPENDED	CONTRACTED, NOT EXPENDED	UNDER(OVER) Budget
Budget	207,253.64				
C Story Construction		8,830.75	8,830.75	0.00	
C PM TIME		2,816.75	2,816.75	0.00	
C Misc.		0.00	0.00	0.00	
C Black Hawk Roof Company		38,354.92	38,354.92	0.00	
C Genesis Design		4,200.00	4,200.00	0.00	
C Story Construction (072CA)		20,256.22	20,256.22	0.00	
C Black Hawk Roof Company (2)		132,161.00	132,161.00	0.00	
C Shive Hattery		634.00	634.00	0.00	
Total Project Cost	207,253.64	207,253.64	207,253.64	0.00	0.00

Department of Administrative Services
 Major Maintenance MM21
 #9181.01 Story Construction
 6/15/2021

DHS WRC Birches Storm Repairs 29C20
 Project # 9181.01
 Program code 918101
 Story Construction
 Acct. Codes-0017-335-MM21-9255
 Project Manager - Jennifer K

Major Program 3D02
 Vendor: 00002110695
 RFP0215335062-Story9112015
 Activity code: CMGR

Doc #	Date	Activity	Contract & C.O.'s	Contract Total	Payment Amount	Total Paid	Balance
PO 33521244500	08/26/20	PO Procure	11,425.76	11,425.76			11,425.76
PRC 3352124PA4500	09/18/20	Inv. 32185		11,425.76	4,328.76	4,328.76	7,097.00
PRC 3352124PB4500	10/23/20	Inv. 32230		11,425.76	2,973.65	7,302.41	4,123.35
PRC 3352124PC4500	11/17/20	Inv. 32293	-3,179.86	8,245.90	943.49	8,245.90	0.00
CDE 33521088203	03/29/21	Move expense from 9181.00	584.85	8,830.75	584.85	8,830.75	0.00
				8,830.75		8,830.75	0.00
				8,830.75		8,830.75	0.00
				8,830.75		8,830.75	0.00
				8,830.75		8,830.75	0.00
				8,830.75		8,830.75	0.00
				8,830.75		8,830.75	0.00
				8,830.75		8,830.75	0.00
				8,830.75		8,830.75	0.00
Totals			8,830.75		8,830.75		0.00
CM Services			8,230.69		8,230.69		-
Reimbursables			15.21		15.21		-
Total			8,245.90		8,245.90		-

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

APPLICATION NO: 1
INVOICE NO: 32185
PERIOD: 08/12/20 - 08/31/20
PROJECT NO: 9181.00-.05
CONTRACT NO: CMPC-9181.01-006
CONTRACT DATE: 08/31/2020
CERTIFICATE DATE: 09/22/2020
SUBMITTED DATE:

FROM SUBCONTRACTOR:
 Story Construction
 2810 Wakefield Circle
 Ames, Iowa 50010

SUBCONTRACT FOR: Story Construction Co. Exhibit #072PC (Birches)

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: Story Construction

1. Original Contract Sum	\$11,425.76
2. Net change by change orders	\$0.00
3. Contract Sum to date (Line 1 ± 2)	\$11,425.76
4. Total completed and stored to date (Column G on detail sheet)	\$4,328.76
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)	\$4,328.76
7. Less previous certificates for payment (Line 6 from prior certificate)	\$0.00
8. Current payment due:	\$4,328.76
9. Balance to finish, including retainage (Line 3 less Line 6)	\$7,097.00

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 Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 1
 APPLICATION DATE: 09/16/2020
 PERIOD: 08/12/20 - 08/31/20

Contract Lines

A ITEM NO.	B COST CODE	C DESCRIPTION OF WORK	C SCHEDULED VALUE	E APPROVED WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
				D FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1	00-02 - Construction Manager PC	Personnel Expense	\$11,193.71	\$0.00	\$4,313.55	\$0.00	\$4,313.55	\$6,880.16	\$0.00
2	00-02 - Construction Manager PC	Reimbursables	\$232.05	\$0.00	\$15.21	\$0.00	\$15.21	\$216.84	\$0.00
TOTALS:			\$11,425.76	\$0.00	\$4,328.76	\$0.00	\$4,328.76	\$7,097.00	\$0.00

Grand Totals

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	E APPROVED WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE	
			D FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:			\$11,425.76	\$0.00	\$4,328.76	\$0.00	\$4,328.76	\$7,097.00	\$0.00



Job #: 20411

Period: August 12 through August 31, 2020

CM Services			
Project Managers	8.00 hours @ \$ 143.18 per hour	\$ 1,145.44	
Project Superintendents	7.50 hours @ \$ 143.18 per hour	\$ 1,073.85	
Project Engineer	24.50 hours @ \$ 85.48 per hour	\$ 2,094.26	\$ 4,313.55
Reimbursables			
Mileage	39 miles @ \$ 0.39 per mile		\$ 15.21
<div style="border: 1px solid black; padding: 2px;">State of Iowa Project # 9181.01</div>			
<div style="border: 1px solid black; padding: 2px;">Exhibit # 072PC</div>			

Date	Driver	Notes	9181.01 20411
8/16/20	Hand	Roundtrip Ames/Cherokee	
8/10/20	Reams	Ames/Woodward/Home : 59-26 = 33 Reimbursible Miles	
8/11/20	Reams	Ames/Woodward/Home : 59-26 = 33 Reimbursible Miles	
8/11/20	Hand	Maxwell/Woodward/Maxwell : 59 - 38 = 21 Reimbursible Miles	
8/11/20	Vorrie		
8/12/20	Hand	Maxwell/Woodward/Maxwell : 59 - 38 = 21 Reimbursible Miles	21
8/13/20	Hand	Maxwell/Woodward/Maxwell : 59 - 38 = 21 Reimbursible Miles	
8/14/20	Hand	Ames/Woodward/Maxwell : 59 - 19 = 40 Reimbursible Miles	
8/17/20	Hand	Maxwell/Woodward/Maxwell : 59 - 38 = 21 Reimbursible Miles	
8/18/20	Hand	Maxwell/Anamosa/Ames : 264 - 19 = 245 Reimbursible Miles	
8/18/20	Hand	Ames/Woodward/Maxwell : 59 - 19 = 40 Reimbursible Miles	
8/19/20	Reams	Ames/Woodward/Polk City : 36 miles.	9
8/19/20	Hand	Maxwell/Woodward/Maxwell : 59 - 38 = 21 Reimbursible Miles	
8/20/20	Hand	Maxwell/Woodward/Maxwell : 59 - 38 = 21 Reimbursible Miles	
8/20/20	Hand	Woodward/Cherokee/Woodward	
8/21/20	Hand	Maxwell/Woodward/Ames : 59 - 19 = 40 Reimbursible Miles	
8/24/20	Hand	Maxwell/Woodward/Ames : 59 - 19 = 40 Reimbursible Miles	
8/25/20	Hand	Maxwell/Woodward/Maxwell : 59 - 38 = 21 Reimbursible Miles	
8/25/20	Reams	Ames/Woodward/Polk City : 36 miles.	9
8/26/20	Hand	Maxwell/Woodward/Maxwell : 59 - 38 = 21 Reimbursible Miles	
8/27/20	Hand	Maxwell/Woodward/Ames : 59 - 19 = 40 Reimbursible Miles	
8/27/20	Hand	Woodward/Cherokee/Woodward	
8/27/20	Reams	Ames/Eldora/Ames	
8/28/20	Hand	Maxwell/Woodward/Maxwell : 59 - 38 = 21 Reimbursible Miles	
8/28/20	Vorrie	Roundtrip Woodward/Grimes - Menards for materials	
8/29/20	Hand	Maxwell/Woodward/Maxwell : 59 - 38 = 21 Reimbursible Miles	
8/31/20	Hand	Maxwell/Woodward/Maxwell : 59 - 38 = 21 Reimbursible Miles	
PAY PERIOD TOTALS			39

WRC Birches Storm Repair

APPLICATION AND CERTIFICATE FOR PAYMENT

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: 32230
PERIOD: 09/01/20 - 09/30/20
PROJECT NO: 9181.00-.05
CONTRACT NO: CMPC-9181.01-006
CONTRACT DATE: 08/31/2020
CERTIFICATE DATE: 10/26/2020
SUBMITTED DATE:

SUBCONTRACT FOR: Story Construction Co. Exhibit #072PC (Birches)

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	\$11,425.76
2. Net change by change orders	\$0.00
3. Contract Sum to date (Line 1 ± 2)	\$11,425.76
4. Total completed and stored to date (Column G on detail sheet)	\$7,302.41
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)	\$7,302.41
7. Less previous certificates for payment (Line 6 from prior certificate)	\$4,328.76
8. Current payment due:	\$2,973.65
9. Balance to finish, including retainage (Line 3 less Line 6)	\$4,123.35

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 Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 2
 APPLICATION DATE: 10/15/2020
 PERIOD: 09/01/20 - 09/30/20

Contract Lines												
A ITEM NO.	B COST CODE	C DESCRIPTION OF WORK	C SCHEDULED VALUE	D APPROVED WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE		
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						% (G / C)	
1	00-02 - Construction Manager PC	Personnel Expense	\$11,193.71	\$4,313.55	\$2,973.65	\$0.00	\$0.00	\$7,287.20	\$3,906.51	\$0.00	65.10%	
2	00-02 - Construction Manager PC	Reimbursables	\$232.05	\$15.21	\$0.00	\$0.00	\$0.00	\$15.21	\$216.84	\$0.00	6.55%	
TOTALS:			\$11,425.76	\$4,328.76	\$2,973.65	\$0.00	\$0.00	\$7,302.41	\$4,123.35	\$0.00	63.91%	
Grand Totals												
A	B	C	C	D	E	F	G	H	I			
		DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	APPROVED WORK COMPLETED 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:	\$11,425.76	\$4,328.76	\$2,973.65	\$0.00	\$7,302.41	\$4,123.35	\$0.00			



RE: Birches Storm Repairs
Woodward, Iowa

Job #: 20411

Back up for invoice #32230

Period: September 1 through September 30, 2020

CM Services			
Project Managers	4.00 hours @ \$ 143.18 per hour	\$ 572.72	
Project Superintendents	10.50 hours @ \$ 143.18 per hour	\$ 1,503.39	
Project Engineer	10.50 hours @ \$ 85.48 per hour	\$ 897.54	\$ 2,973.65
<div style="border: 1px solid black; padding: 5px; margin-top: 20px;"> State of Iowa Project # 9181.01 </div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> Exhibit # 072PC </div>			

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

APPLICATION NO: 3
INVOICE NO: 32293-FINAL
PERIOD: 10/01/20 - 10/11/20
PROJECT NO: 9181.00-05
CONTRACT NO: CMPC-9181.01-006
CONTRACT DATE: 08/31/2020
CERTIFICATE DATE: 11/19/2020
SUBMITTED DATE:

FROM SUBCONTRACTOR:
 Story Construction
 2810 Wakefield Circle
 Ames, Iowa 50010

SUBCONTRACT FOR: Story Construction Co. Exhibit #072PC (Birches)

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.

1. Original Contract Sum	\$11,425.76
2. Net change by change orders	\$0.00
3. Contract Sum to date (Line 1 ± 2)	\$11,425.76
4. Total completed and stored to date (Column G on detail sheet)	\$8,245.90
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)	\$8,245.90
7. Less previous certificates for payment (Line 6 from prior certificate)	\$7,302.41
8. Current payment due:	\$943.49
9. Balance to finish, including retainage (Line 3 less Line 6)	\$3,179.86

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 Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 3
 APPLICATION DATE: 11/12/2020
 PERIOD: 10/01/20 - 10/11/20

Contract Lines												
A ITEM NO.	B COST CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E APPROVED WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE			
				D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD					G % (G / C)		
1	00-02 - Construction Manager PC	Personnel Expense	\$11,193.71	\$7,287.20	\$943.49	\$0.00	\$8,230.69	\$2,963.02	\$0.00			
2	00-02 - Construction Manager PC	Reimbursables	\$232.05	\$15.21	\$0.00	\$0.00	\$15.21	\$216.84	\$0.00			
TOTALS:			\$11,425.76	\$7,302.41	\$943.49	\$0.00	\$8,245.90	\$3,179.86	\$0.00			
Grand Totals												
A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D APPROVED WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE				
	GRAND TOTALS:	\$11,425.76	\$7,302.41	\$943.49	\$0.00	\$8,245.90	\$3,179.86	\$0.00				



RE: Birches Storm Repairs
Woodward, Iowa

Job #: 20411

Period: October 1 through October 11, 2020

back up for Invoice #32293

CM Services			
Project Managers	4.50 hours @ \$ 143.18 per hour	\$ 644.31	
Project Engineer	3.50 hours @ \$ 85.48 per hour	\$ 299.18	\$ 943.49
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> State of Iowa Project # 9181.01 </div>			
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> Exhibit # 072PC - FINAL PAY APP </div>			

Department of Administrative Services
 Major Maintenance MM21
 #9181.01 PM TIME
 6/15/2021

DHS WRC Birches Storm Repairs 29C20
 Project # 9181.01
 Program code 918101
 PM TIME

Major Program 3D02
 Internal documents
 PM TIME = 9500

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

Doc #	Date	Activity	Contract & C.O.'s	Contract Total	Payment Amount	Total Paid	Balance
	08/14/20	Budget amount	2,280.00	2,280.00			2,280.00
IET DAS202103115300001	10/07/20	PM-Aug 21-Sept 17, 2020		2,280.00	118.75	118.75	2,161.25
IET DAS202104115300001	11/06/20	PM-Oct. 2-Oct. 29, 2020		2,280.00	213.75	332.50	1,947.50
IET DAS202105115300001	12/07/20	PM-Oct. 30-Nov.25, 2020		2,280.00	166.25	498.75	1,781.25
IET DAS202106115300001	01/08/21	PM-Nov. 30-Dec. 24, 2020		2,280.00	261.25	760.00	1,520.00
IET DAS202107115300001	02/05/21	PM-Dec. 25,2020-Jan. 21, 2021		2,280.00	237.50	997.50	1,282.50
IET DAS202108115300001	03/05/21	PM-Jan. 22-Feb. 18, 2021		2,280.00	332.50	1,330.00	950.00
		Moving PM Time expense from 9181.00					
CDE 33521088202	03/29/21	9181.00	536.75	2,816.75	536.75	1,866.75	950.00
IET DAS202109115300001	04/07/21	PM-Feb. 19-Mar 18, 2021		2,816.75	142.50	2,009.25	807.50
IET DAS202110115300001	05/07/21	PM-Mar. 19-Apr. 29, 2021		2,816.75	332.50	2,341.75	475.00
IET DAS202111115300001	06/07/21	PM-Apr. 30-May 27, 2021		2,816.75	475.00	2,816.75	0.00
				2,816.75		2,816.75	0.00
				2,816.75		2,816.75	0.00
Totals				2,816.75	2,816.75		0.00

DOCUMENT SUMMARY SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

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-Final
PERIOD: 08/11/20 - 09/30/20
PROJECT NO: 9181.00-.05
CONTRACT NO: PO-9181.02-003
CONTRACT DATE:
CERTIFICATE DATE: 11/04/2020
SUBMITTED DATE:

SUBCONTRACT FOR: Black Hawk Roof Co - Temporary Roofing

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: Black Hawk Roof Company

1.	Original Contract Sum	\$71,745.81
2.	Net change by change orders	\$0.00
3.	Contract Sum to date (Line 1 ± 2)	\$71,745.81
4.	Total completed and stored to date (Column G on detail sheet)	\$71,745.81
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)	\$71,745.81
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$0.00
8.	Current payment due:	\$71,745.81
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$0.00

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 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: 08/11/20 - 09/30/20

Contract Lines

ITEM NO.	COST CODE	DESCRIPTION OF WORK	C	E		F	G	H	I
				D	THIS PERIOD				
1	00-06 - Construction BRUM	Biches Temporary Roof Repairs	\$38,354.92	\$0.00	\$38,354.92	\$0.00	\$38,354.92	\$0.00	\$0.00
2	00-06 - Construction BRUM	Linden Temporary Roof Repairs	\$30,790.00	\$0.00	\$30,790.00	\$0.00	\$30,790.00	\$0.00	\$0.00
3	00-06 - Construction BRUM	Powerhouse Temporary Roof Repairs	\$2,600.89	\$0.00	\$2,600.89	\$0.00	\$2,600.89	\$0.00	\$0.00
TOTALS:			\$71,745.81	\$0.00	\$71,745.81	\$0.00	\$71,745.81	\$0.00	\$0.00

Grand Totals

ITEM NO.	DESCRIPTION OF WORK	C	E		F	G	H	I
			D	THIS PERIOD				
GRAND TOTALS:			\$71,745.81	\$0.00	\$71,745.81	\$0.00	\$71,745.81	\$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

APPLICATION NO: 1
INVOICE NO: 2013-01
PERIOD: 09/21/20 - 10/15/20
PROJECT NO: 9181.00-05
CONTRACT NO: DP-9181.01-04-012
CONTRACT DATE: 09/23/2020
CERTIFICATE DATE: 11/30/2020
SUBMITTED DATE:

FROM SUBCONTRACTOR:
 Genesis Architectural Design
 4708 Stonebridge Rd
 West Des Moines, Iowa 50265

SUBCONTRACT FOR: Genesis Architectural 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	\$20,200.00
2.	Net change by change orders	\$0.00
3.	Contract Sum to date (Line 1 ± 2)	\$20,200.00
4.	Total completed and stored to date (Column G on detail sheet)	\$13,900.00
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)	\$13,900.00
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$0.00
8.	Current payment due:	\$13,900.00
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$6,300.00

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: Genesis Architectural Design

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 Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 1
 APPLICATION DATE: 10/23/2020
 PERIOD: 09/21/20 - 10/15/20

A ITEM NO.	B COST CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E APPROVED WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
				D + E	THIS PERIOD				
1	00-04 - Design	9181.01 Birches Design and Bidding Phase	\$2,800.00	\$0.00	\$2,800.00	\$0.00	\$2,800.00	\$0.00	\$0.00
2	00-04 - Design	9181.01 Birches Construction Phase	\$1,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,400.00	\$0.00
3	00-04 - Design	9181.02 Linden Design and Bidding Phase	\$4,350.00	\$0.00	\$4,350.00	\$0.00	\$4,350.00	\$0.00	\$0.00
4	00-04 - Design	9181.02 Linden Construction Phase	\$1,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,950.00	\$0.00
5	00-04 - Design	9181.03 Powerhouse Design and Bidding Phase	\$2,800.00	\$0.00	\$2,800.00	\$0.00	\$2,800.00	\$0.00	\$0.00
6	00-04 - Design	9181.03 Powerhouse Construction Phase	\$1,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,400.00	\$0.00
7	00-04 - Design	9181.04 Med Center Design and Bidding Phase	\$3,950.00	\$0.00	\$3,950.00	\$0.00	\$3,950.00	\$0.00	\$0.00
8	00-04 - Design	9181.04 Med Center Construction Phase	\$1,550.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,550.00	\$0.00
TOTALS:			\$20,200.00	\$0.00	\$13,900.00	\$0.00	\$13,900.00	\$6,300.00	\$0.00

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	E APPROVED WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			D + E	THIS PERIOD				
Grand Totals:			\$20,200.00	\$0.00	\$0.00	\$13,900.00	\$6,300.00	\$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

APPLICATION NO: 2
INVOICE NO: 2013-02
PERIOD: 10/16/20 - 12/15/20
PROJECT NO: 9181.00-05
CONTRACT NO: DP-9181.01-04-012
CONTRACT DATE: 09/23/2020
CERTIFICATE DATE: 12/30/2020
SUBMITTED DATE:

FROM SUBCONTRACTOR:
 Genesis Architectural Design
 4708 Stonebridge Rd
 West Des Moines, Iowa 50265

SUBCONTRACT FOR: Genesis Architectural 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	\$20,200.00
2.	Net change by change orders	\$0.00
3.	Contract Sum to date (Line 1 ± 2)	\$20,200.00
4.	Total completed and stored to date (Column G on detail sheet)	\$15,930.00
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)	\$15,930.00
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$13,900.00
8.	Current payment due:	\$2,030.00
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$4,270.00

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: Genesis Architectural Design

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	\$0.00

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 2

Contractor's signed Certification is attached.

APPLICATION DATE: 12/17/2020

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

PERIOD: 10/16/20 - 12/15/20

Contract Lines

A ITEM NO.	B COST CODE	C DESCRIPTION OF WORK	C SCHEDULED VALUE	D APPROVED WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
				D + E	E					
1	00-04 - Design	9181.01 Birches Design and Bidding Phase	\$2,800.00	\$2,800.00	\$0.00	\$0.00	\$0.00	\$2,800.00	\$0.00	\$0.00
2	00-04 - Design	9181.01 Birches Construction Phase	\$1,400.00	\$0.00	\$350.00	\$0.00	\$0.00	\$350.00	\$1,050.00	\$0.00
3	00-04 - Design	9181.02 Linden Design and Bidding Phase	\$4,350.00	\$4,350.00	\$0.00	\$0.00	\$0.00	\$4,350.00	\$0.00	\$0.00
4	00-04 - Design	9181.02 Linden Construction Phase	\$1,950.00	\$0.00	\$195.00	\$0.00	\$0.00	\$195.00	\$1,755.00	\$0.00
5	00-04 - Design	9181.03 Powerhouse Design and Bidding Phase	\$2,800.00	\$2,800.00	\$0.00	\$0.00	\$0.00	\$2,800.00	\$0.00	\$0.00
6	00-04 - Design	9181.03 Powerhouse Construction Phase	\$1,400.00	\$0.00	\$1,330.00	\$0.00	\$0.00	\$1,330.00	\$70.00	\$0.00
7	00-04 - Design	9181.04 Med Center Design and Bidding Phase	\$3,950.00	\$3,950.00	\$0.00	\$0.00	\$0.00	\$3,950.00	\$0.00	\$0.00
8	00-04 - Design	9181.04 Med Center Construction Phase	\$1,550.00	\$0.00	\$155.00	\$0.00	\$0.00	\$155.00	\$1,395.00	\$0.00
TOTALS:			\$20,200.00	\$13,900.00	\$2,030.00	\$0.00	\$0.00	\$15,930.00	\$4,270.00	\$0.00

Grand Totals

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D APPROVED WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
GRAND TOTALS:		\$20,200.00	\$13,900.00	\$2,030.00	\$0.00	\$15,930.00	\$4,270.00	\$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

APPLICATION NO: 3
INVOICE NO: 2013-03
PERIOD: 12/16/20 - 01/31/21
PROJECT NO: 9181.00-.05
CONTRACT NO: DP-9181.01-.04-012
CONTRACT DATE: 09/23/2020
CERTIFICATE DATE: 02/23/2021
SUBMITTED DATE:

FROM SUBCONTRACTOR:
 Genesis Architectural Design
 4708 Stonebridge Rd
 West Des Moines, Iowa 50265

SUBCONTRACT FOR: Genesis Architectural 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 \$20,200.00
- 2. Net change by change orders \$0.00
- 3. Contract Sum to date (Line 1 ± 2) \$20,200.00
- 4. Total completed and stored to date (Column G on detail sheet) \$17,435.00
- 5. Retainage:
 - a. 0.00% of completed work \$0.00
 - b. 0.00% of stored material \$0.00
- 6. Total retainage (Line 5a + 5b or total in column I of detail sheet) \$0.00
- 7. Total earned less retainage (Line 4 less Line 6 Total) \$17,435.00
- 8. Less previous certificates for payment (Line 6 from prior certificate) \$15,930.00
- 9. Current payment due: \$1,505.00
- Balance to finish, including retainage (Line 3 less Line 6) \$2,765.00

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: Genesis Architectural Design

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 Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 3
 APPLICATION DATE: 02/18/2021
 PERIOD: 12/16/20 - 01/31/21

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		
1	00-04 - Design	9181.01	Birches Design and Bidding Phase	\$2,800.00	\$2,800.00	\$0.00	\$0.00	\$0.00	\$2,800.00	100.00%	\$0.00	\$0.00
2	00-04 - Design	9181.01	Birches Construction Phase	\$1,400.00	\$350.00	\$910.00	\$0.00	\$0.00	\$1,260.00	90.00%	\$140.00	\$0.00
3	00-04 - Design	9181.02	Linden Design and Bidding Phase	\$4,350.00	\$4,350.00	\$0.00	\$0.00	\$0.00	\$4,350.00	100.00%	\$0.00	\$0.00
4	00-04 - Design	9181.02	Linden Construction Phase	\$1,950.00	\$195.00	\$292.50	\$0.00	\$0.00	\$487.50	25.00%	\$1,462.50	\$0.00
5	00-04 - Design	9181.03	Powerhouse Design and Bidding Phase	\$2,800.00	\$2,800.00	\$0.00	\$0.00	\$0.00	\$2,800.00	100.00%	\$0.00	\$0.00
6	00-04 - Design	9181.03	Powerhouse Construction Phase	\$1,400.00	\$1,330.00	\$70.00	\$0.00	\$0.00	\$1,400.00	100.00%	\$0.00	\$0.00
7	00-04 - Design	9181.04	Med Center Design and Bidding Phase	\$3,950.00	\$3,950.00	\$0.00	\$0.00	\$0.00	\$3,950.00	100.00%	\$0.00	\$0.00
8	00-04 - Design	9181.04	Med Center Construction Phase	\$1,550.00	\$155.00	\$232.50	\$0.00	\$0.00	\$387.50	25.00%	\$1,162.50	\$0.00
TOTALS:				\$20,200.00	\$15,930.00	\$1,505.00	\$0.00	\$0.00	\$17,435.00	86.31%	\$2,765.00	\$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)		
GRAND TOTALS:				\$20,200.00	\$15,930.00	\$1,505.00	\$0.00	\$0.00	\$17,435.00	86.31%	\$2,765.00	\$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

APPLICATION NO: 4
INVOICE NO: 2013-04
PERIOD: 02/01/21 - 05/15/21
PROJECT NO: 9181.00~.05
CONTRACT NO: DP-9181.01-.04-012
CONTRACT DATE: 09/23/2020
CERTIFICATE DATE: 05/27/2021
SUBMITTED DATE:

FROM SUBCONTRACTOR:
 Genesis Architectural Design
 4708 Stonebridge Rd
 West Des Moines, Iowa 50265

SUBCONTRACT FOR: Genesis Architectural 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 \$20,200.00
- 2. Net change by change orders \$0.00
- 3. Contract Sum to date (Line 1 ± 2) \$20,200.00
- 4. Total completed and stored to date (Column G on detail sheet) \$18,450.00
- 5. Retainage:
 - a. 0.00% of completed work \$0.00
 - b. 0.00% of stored material \$0.00
- 6. Total retainage (Line 5a + 5b or total in column I of detail sheet) \$0.00
- 7. Total earned less retainage (Line 4 less Line 6 Total) \$18,450.00
- 8. Less previous certificates for payment (Line 6 from prior certificate) \$17,435.00
- 9. Current payment due: \$1,015.00
- Balance to finish, including retainage (Line 3 less Line 6) \$1,750.00

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: Genesis Architectural Design

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 Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 4
 APPLICATION DATE: 05/25/2021
 PERIOD: 02/01/21 - 05/15/21

Contract Lines		A	B	C	D	E		F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	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	
					THIS PERIOD	THIS PERIOD						
1	9181.01.00-04.MM21 9181.01 Birches Storm Repairs.Design.MM21	9181.01 Birches Design and Bidding Phase	\$2,800.00	\$2,800.00	\$0.00	\$0.00	\$0.00	\$2,800.00	100.00%	\$0.00	\$0.00	
2	9181.01.00-04.MM21 9181.01 Birches Storm Repairs.Design.MM21	9181.01 Birches Construction Phase	\$1,400.00	\$1,260.00	\$140.00	\$0.00	\$0.00	\$1,400.00	100.00%	\$0.00	\$0.00	
3	9181.02.00-04.MM21 9181.02 Linden Storm Repairs.Design.MM21	9181.02 Linden Design and Bidding Phase	\$4,350.00	\$4,350.00	\$0.00	\$0.00	\$0.00	\$4,350.00	100.00%	\$0.00	\$0.00	
4	9181.02.00-04.MM21 9181.02 Linden Storm Repairs.Design.MM21	9181.02 Linden Construction Phase	\$1,950.00	\$487.50	\$487.50	\$0.00	\$0.00	\$975.00	50.00%	\$975.00	\$0.00	
5	9181.03.00-04.MM21 9181.03 Powerhouse Storm Repairs.Design.MM21	9181.03 Powerhouse Design and Bidding Phase	\$2,800.00	\$2,800.00	\$0.00	\$0.00	\$0.00	\$2,800.00	100.00%	\$0.00	\$0.00	
6	9181.03.00-04.MM21 9181.03 Powerhouse Storm Repairs.Design.MM21	9181.03 Powerhouse Construction Phase	\$1,400.00	\$1,400.00	\$0.00	\$0.00	\$0.00	\$1,400.00	100.00%	\$0.00	\$0.00	
7	9181.04.00-04.MM21 9181.04 Med Center Storm Repairs.Design.MM21	9181.04 Med Center Design and Bidding Phase	\$3,950.00	\$3,950.00	\$0.00	\$0.00	\$0.00	\$3,950.00	100.00%	\$0.00	\$0.00	
8	9181.04.00-04.MM21 9181.04 Med Center Storm Repairs.Design.MM21	9181.04 Med Center Construction Phase	\$1,550.00	\$387.50	\$387.50	\$0.00	\$0.00	\$775.00	50.00%	\$775.00	\$0.00	
TOTALS:			\$20,200.00	\$17,435.00	\$1,015.00	\$0.00	\$0.00	\$18,450.00	91.34%	\$1,750.00	\$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)	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		
				THIS PERIOD	THIS PERIOD							
GRAND TOTALS:			\$20,200.00	\$17,435.00	\$1,015.00	\$0.00	\$18,450.00	91.34%	\$1,750.00	\$0.00		

Department of Administrative Services
 Major Maintenance MM21
 #9181.01 Story Construction (2)
 6/15/2021

DHS WRC Birches Storm Repairs 29C20
 Project # 9181.01
 Program code 918101
 Story Construction (072CA)
 Acct. Codes-0017-335-MM21-9255
 Project Manager - Jennifer K

Major Program 3D02
 Vendor: 00002110695
 RFP0215335062-Story9112015
 Activity code: CMGR

Doc #	Date	Activity	Contract & C.O.'s	Contract Total	Payment Amount	Total Paid	Balance
PO 33521287503	10/12/20	PO Procure		13,976.59			13,976.59
PRC 3352128PA7503	11/17/20	Inv. 32294		13,976.59	712.69	712.69	13,263.90
PRC 3352128PB7503	12/21/20	Inv. 32358		13,976.59	3,847.77	4,560.46	9,416.13
PRC 3352128PC7503	01/19/21	Inv. 32409		13,976.59	3,007.07	7,567.53	6,409.06
PO 33521287503	02/22/21	CO 1	3,660.74	17,637.33		7,567.53	10,069.80
PRC 3352128PD7503	02/22/21	Inv. 32457		17,637.33	5,635.46	13,202.99	4,434.34
PRC 3352128PE7503	04/20/21	Inv. 32546		17,637.33	4,244.13	17,447.12	190.21
PO 33521287503	05/04/21	CO 2	3,231.20	20,868.53		17,447.12	3,421.41
PRC 3352128PF7503	05/27/21	Inv. 32605-Final	-612.31	20,256.22	2,809.10	20,256.22	0.00
				20,256.22		20,256.22	0.00
				20,256.22		20,256.22	0.00
				20,256.22		20,256.22	0.00
				20,256.22		20,256.22	0.00
				20,256.22		20,256.22	0.00
Totals				20,256.22	20,256.22		0.00
CM Services & CO 1				17,361.21	17,361.21		-
Reimbursables				108.42	108.42		-
CO 2				2,786.59	2,786.59		-
Total				<u>20,256.22</u>	<u>20,256.22</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:
 Story Construction
 2810 Wakefield Circle
 Ames, Iowa 50010

APPLICATION NO: 1
INVOICE NO: 32294
PERIOD: 10/19/20 - 10/31/20
PROJECT NO: 9181.00-.05
CONTRACT NO: CMCA-9181.01-007
CONTRACT DATE: 10/13/2020
CERTIFICATE DATE: 11/19/2020
SUBMITTED DATE:

SUBCONTRACT FOR: Story Construction Exhibit #072CA (Birches)

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: Story Construction

1.	Original Contract Sum	\$13,976.59
2.	Net change by change orders	\$0.00
3.	Contract Sum to date (Line 1 ± 2)	\$13,976.59
4.	Total completed and stored to date (Column G on detail sheet)	\$712.69
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)	\$712.69
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$0.00
8.	Current payment due:	\$712.69
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$13,263.90

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 Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 1
 APPLICATION DATE: 11/12/2020
 PERIOD: 10/19/20 - 10/31/20

Contract Lines										
A ITEM NO.	B COST CODE	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D APPROVED WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	00-03 - Construction Manager CA	Construction Management CA Services	\$13,700.47	\$0.00	\$712.69	\$0.00	\$0.00	\$712.69	\$12,987.78	\$0.00
2	00-03 - Construction Manager CA	Reimbursables	\$276.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$276.12	\$0.00
TOTALS:			\$13,976.59	\$0.00	\$712.69	\$0.00	\$0.00	\$712.69	\$13,263.90	\$0.00
Grand Totals										
A ITEM NO.	B DESCRIPTION OF WORK		C SCHEDULED VALUE	D APPROVED WORK COMPLETED	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE	
	GRAND TOTALS:		\$13,976.59	\$0.00	\$712.69	\$0.00	\$712.69	\$13,263.90	\$0.00	



RE: Birches Storm Repairs
Woodward, Iowa

Job #: 20411
Period: Start through October 31, 2020

Back up for invoice #32294

CM Services			
Project Superintendents	0.50 hours @ \$ 143.18 per hour	\$ 71.59	
Project Engineer	7.50 hours @ \$ 85.48 per hour	\$ 641.10	\$ 712.69
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> State of Iowa Project # 9181.01 </div>			
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> Exhibit # 072CA </div>			

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

APPLICATION NO: 2
INVOICE NO: 32358
PERIOD: 11/01/20 - 11/30/20
PROJECT NO: 9181.00-.05
CONTRACT NO: CMCA-9181.01-007
CONTRACT DATE: 10/13/2020
CERTIFICATE DATE: 12/22/2020
SUBMITTED DATE:

FROM SUBCONTRACTOR:
 Story Construction
 2810 Wakefield Circle
 Ames, Iowa 50010

SUBCONTRACT FOR: Story Construction Exhibit #072CA (Birches)

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	\$13,976.59
2.	Net change by change orders	\$0.00
3.	Contract Sum to date (Line 1 ± 2)	\$13,976.59
4.	Total completed and stored to date (Column G on detail sheet)	\$4,560.46
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)	\$4,560.46
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$712.69
8.	Current payment due:	\$3,847.77
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$9,416.13

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 Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 2
 APPLICATION DATE: 12/16/2020
 PERIOD: 11/01/20 - 11/30/20

Contract Lines												
A ITEM NO.	B COST CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E APPROVED WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE			
				D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD					G % (G / C)		
1	00-03 - Construction Manager CA	Construction Management CA Services	\$13,700.47	\$712.69	\$3,801.75	\$0.00	\$4,514.44	\$9,186.03	\$0.00			
2	00-03 - Construction Manager CA	Reimbursables	\$276.12	\$0.00	\$46.02	\$0.00	\$46.02	\$230.10	\$0.00			
TOTALS:			\$13,976.59	\$712.69	\$3,847.77	\$0.00	\$4,560.46	\$9,416.13	\$0.00			
Grand Totals												
A ITEM NO.	B DESCRIPTION OF WORK		C SCHEDULED VALUE	D APPROVED WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E APPROVED WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE			
	GRAND TOTALS:		\$13,976.59	\$712.69	\$3,847.77	\$0.00	\$4,560.46	\$9,416.13	\$0.00			



RE: **Birches Storm Repairs**
Woodward, Iowa

Job #: 20411
Period: November 1 through November 30, 2020

BACK UP FOR INVOICE #32358

CM Services			
Project Managers	1.00 hours @ \$ 143.18 per hour	\$ 143.18	
Project Superintendents	11.00 hours @ \$ 143.18 per hour	\$ 1,574.98	
Project Engineer	22.50 hours @ \$ 85.48 per hour	\$ 1,923.30	
Project Assistant	3.00 hours @ \$ 53.43 per hour	\$ 160.29	\$ 3,801.75
Reimbursables			
Mileage	118 miles @ \$ 0.39 per mile		\$ 46.02
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> State of Iowa Project # 9181.01 </div>			
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> Exhibit # 072CA </div>			

		WRC Birches Storm Repairs
Date	Driver	Notes
11/4/20	Hand	Ames/Woodward/Maxwell : 59 - 19 = 40 Reimbursible Miles
11/4/20	Reams	Roundtrip Ames/Eldora
11/5/20	Hand	Ames/Woodward/Maxwell : 59 - 19 = 40 Reimbursible Miles
11/6/20	Hand	Maxwell/Anamosa/Ames : 264 - 19 = 245 Reimbursible Miles
11/6/20	Hand	Ames/Woodward/Maxwell : 59 - 19 = 40 Reimbursible Miles
11/10/20	Reams	Roundtrip Ames/Eldora
11/11/20	Hand	Maxwell/Woodward/Ames : 59 - 19 = 40 Reimbursible Miles
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
11/30/20	Vorrie	Roundtrip Ames/Woodward
		59
		59
		118
		PAY PERIOD TOTALS

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

APPLICATION NO: 3
INVOICE NO: 32409
PERIOD: 12/01/20 - 12/31/20
PROJECT NO: 9181.00-.05
CONTRACT NO: CMCA-9181.01-007
CONTRACT DATE: 10/13/2020
CERTIFICATE DATE: 01/20/2021
SUBMITTED DATE:

FROM SUBCONTRACTOR:
 Story Construction
 2810 Wakefield Circle
 Ames, Iowa 50010

SUBCONTRACT FOR: Story Construction Exhibit #072CA (Birches)

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 | \$13,976.59 |
| 2. Net change by change orders | \$0.00 |
| 3. Contract Sum to date (Line 1 ± 2) | \$13,976.59 |
| 4. Total completed and stored to date (Column G on detail sheet) | \$7,567.53 |
| 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) | \$7,567.53 |
| 7. Less previous certificates for payment (Line 6 from prior certificate) | \$4,560.46 |
| 8. Current payment due: | \$3,007.07 |
| 9. Balance to finish, including retainage (Line 3 less Line 6) | \$6,409.06 |

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 Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 3
 APPLICATION DATE: 01/15/2021
 PERIOD: 12/01/20 - 12/31/20

Contract Lines												
A ITEM NO.	B COST CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E APPROVED WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE			
				D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD							
1	00-03 - Construction Manager CA	Construction Management CA Services	\$13,700.47	\$4,514.44	\$2,983.28	\$0.00	\$7,497.72	\$6,202.75	\$0.00			
2	00-03 - Construction Manager CA	Reimbursables	\$276.12	\$46.02	\$23.79	\$0.00	\$69.81	\$206.31	\$0.00			
TOTALS:			\$13,976.59	\$4,560.46	\$3,007.07	\$0.00	\$7,567.53	\$6,409.06	\$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)	APPROVED WORK COMPLETED 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:		\$13,976.59	\$4,560.46	\$3,007.07	\$0.00	\$7,567.53	\$6,409.06	\$0.00			



RE: Birches Storm Repairs
Woodward, Iowa

Job #: 20411
Period: December 1 through December 31, 2020

backup for invoice #32409

CM Services			
Project Managers	3.00 hours @ \$ 143.18 per hour	\$ 429.54	
Project Superintendents	12.50 hours @ \$ 143.18 per hour	\$ 1,789.75	
Project Engineer	8.00 hours @ \$ 85.48 per hour	\$ 683.84	
Project Assistant	1.50 hours @ \$ 53.43 per hour	\$ 80.15	\$ 2,983.28
Reimbursables			
Mileage	61 miles @ \$ 0.39 per mile		\$ 23.79
State of Iowa Project # 9181.01			
Exhibit # 072CA			

		WRC Birches Storm Repairs	
Date	Driver	Notes	
12/1/20	Hand	Roundtrip Ames/Woodward	9181.01
12/2/20	Hand	Maxwell/Anamosa/Ames : 264 - 19 = 245 Reimbursible Miles	20411
12/4/20	Hand	Maxwell/Woodward/Ames : 59 - 19 = 40 Reimbursible Miles	40
12/11/20	Hand	Maxwell/Woodward/Ames : 59 - 19 = 40 Reimbursible Miles	
12/20/20	Hand	Maxwell/Woodward/Maxwell : 59 - 38 = 21 Reimbursible Miles	21
12/22/20	Hand	Maxwell/Woodward/Ames : 59 - 19 = 40 Reimbursible Miles	
PAY PERIOD TOTALS			61

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

APPLICATION NO: 4
INVOICE NO: 32457
PERIOD: 01/01/21 - 01/31/21
PROJECT NO: 9181.00-05
CONTRACT NO: CMCA-9181.01-007
CONTRACT DATE: 10/13/2020
CERTIFICATE DATE: 02/22/2021
SUBMITTED DATE:

FROM SUBCONTRACTOR:
 Story Construction
 2810 Wakefield Circle
 Ames, Iowa 50010

SUBCONTRACT FOR: Story Construction Exhibit #072CA (Birches)

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	\$13,976.59		
2. Net change by change orders	\$0.00		
3. Contract Sum to date (Line 1 ± 2)	\$13,976.59		
4. Total completed and stored to date (Column G on detail sheet)	\$13,202.99		
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)	\$13,202.99		
7. Less previous certificates for payment (Line 6 from prior certificate)	\$7,567.53		
8. Current payment due:	\$5,635.46		
9. Balance to finish, including retainage (Line 3 less Line 6)	\$773.60		

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 Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 4
 APPLICATION DATE: 02/17/2021
 PERIOD: 01/01/21 - 01/31/21

Contract Lines

A ITEM NO.	B COST CODE	C DESCRIPTION OF WORK	C SCHEDULED VALUE	D APPROVED WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
				D + E	E					
1	00-03 - Construction Manager CA	Construction Management CA Services	\$13,700.47	\$7,497.72	\$5,596.85	\$0.00	\$0.00	\$13,094.57	\$605.90	\$0.00
2	00-03 - Construction Manager CA	Reimbursables	\$276.12	\$69.81	\$38.61	\$0.00	\$0.00	\$108.42	\$167.70	\$0.00
TOTALS:			\$13,976.59	\$7,567.53	\$5,635.46	\$0.00	\$0.00	\$13,202.99	\$773.60	\$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:		\$13,976.59	\$7,567.53	\$5,635.46	\$0.00	\$13,202.99	\$773.60	\$0.00



RE: Birches Storm Repairs
Woodward, Iowa

Job #: 20411
Period: January 1 through January 31, 2021

back up for invoice #32457

CM Services			
Project Managers	3.00 hours @ \$ 143.18 per hour	\$ 429.54	
Project Superintendents	26.50 hours @ \$ 143.18 per hour	\$ 3,794.27	
Project Engineer	14.50 hours @ \$ 85.48 per hour	\$ 1,239.46	
Project Assistant	2.50 hours @ \$ 53.43 per hour	\$ 133.58	\$ 5,596.85
Reimbursables			
Mileage	99 miles @ \$ 0.39 per mile		\$ 38.61
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> State of Iowa Project # 9181.01 </div>			
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> Exhibit # 072CA </div>			

Date	Driver	Notes	9181.01
1/8/21	Hand	Maxwell/Woodward/Ames : 59 - 19 = 40 Reimbursible Miles	20411
1/12/21	Hand	Ames/Woodward/Maxwell : 59 - 19 = 40 Reimbursible Miles	40
1/14/21	Hand	Ames/Woodward/Maxwell : 59 - 19 = 40 Reimbursible Miles	
1/19/21	Reams	Ames/Eidora	
1/19/21	Hand	Maxwell/Anamosa/Maxwell : 264 - 38 = 226 Reimbursible Miles	
1/20/21	Reams	Ames/Rockwell City	
1/20/21	Vorrie	Ames/Rockwell City	
1/21/21	Reams	Ames/Eidora	
1/22/21	Hand	Roundtrip Ames/Woodward	59
1/25/21	Hand	Roundtrip Ames/Woodward	
1/29/21	Hand	Maxwell/Woodward/Ames : 59 - 19 = 40 Reimbursible Miles	
PAY PERIOD TOTALS			99

WRC Birches Storm Repair

DOCUMENT SUMMARY SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

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: 5
INVOICE NO: 32546
PERIOD: 02/01/21 - 03/31/21
PROJECT NO: 9181.00-.05
CONTRACT NO: CMCA-9181.01-007
CONTRACT DATE: 10/13/2020
CERTIFICATE DATE: 04/20/2021
SUBMITTED DATE:

SUBCONTRACT FOR: Story Construction Exhibit #072CA (Birches)

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: Story Construction

By: _____ Date: _____

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

1.	Original Contract Sum	\$13,976.59
2.	Net change by change orders	\$3,660.74
3.	Contract Sum to date (Line 1 ± 2)	\$17,637.33
4.	Total completed and stored to date (Column G on detail sheet)	\$17,447.12
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)	\$17,447.12
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$13,202.99
8.	Current payment due:	\$4,244.13
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$190.21

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$0.00	\$0.00
Total approved this month:		\$3,660.74	\$0.00
Totals:		\$3,660.74	\$0.00
Net change by change orders:		\$3,660.74	

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: 04/13/2021
 PERIOD: 02/01/21 - 03/31/21

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)	APPROVED WORK COMPLETED 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	00-03 - Construction Manager CA	Construction Management CA Services		\$13,700.47	\$13,094.57	\$605.90		\$0.00	\$13,700.47	100.00%	\$0.00	\$0.00
2	00-03 - Construction Manager CA	Reimbursables		\$276.12	\$108.42	\$0.00		\$0.00	\$108.42	39.27%	\$167.70	\$0.00
TOTALS:				\$13,976.59	\$13,202.99	\$605.90		\$0.00	\$13,808.89	98.80%	\$167.70	\$0.00

Change Orders		A	B	C	D	E		F	G		H	I
ITEM NO.		DESCRIPTION OF WORK		SCHEDULED VALUE	APPROVED WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	APPROVED WORK COMPLETED 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	CCO # 001 Story Change Order #1 (Birches)											
1.1	00-03 Additional CM Services			\$3,660.74	\$0.00	\$3,638.23		\$0.00	\$3,638.23	99.39%	\$22.51	\$0.00
TOTALS:				\$3,660.74	\$0.00	\$3,638.23		\$0.00	\$3,638.23	99.39%	\$22.51	\$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)	APPROVED WORK COMPLETED 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
GRAND TOTALS:				\$17,637.33	\$13,202.99	\$4,244.13		\$0.00	\$17,447.12	98.92%	\$190.21	\$0.00



RE: **Birches Storm Repairs**
Woodward, Iowa

Job #: 20411

Period: February 1 through March 31, 2021

CM Services			
Project Superintendents	23.00 hours @ \$ 143.18 per hour	\$ 3,293.14	
Project Engineer	8.00 hours @ \$ 85.48 per hour	\$ 683.84	
Project Assistant	5.00 hours @ \$ 53.43 per hour	\$ 267.15	\$ 4,244.13
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> State of Iowa Project # 9181.01 </div>			
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> Exhibit # 072CA </div>			

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

APPLICATION NO: 6
INVOICE NO: 32605 - Final
PERIOD: 04/01/21 - 05/26/21
PROJECT NO: 9181.00~.05
CONTRACT NO: CMCA-9181.01-007
CONTRACT DATE: 10/13/2020
CERTIFICATE DATE: 05/28/2021
SUBMITTED DATE:

FROM SUBCONTRACTOR:
 Story Construction
 2810 Wakefield Circle
 Ames, Iowa 50010

SUBCONTRACT FOR: Story Construction Exhibit #072CA (Birches)

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	\$13,976.59
2. Net change by change orders	\$6,891.94
3. Contract Sum to date (Line 1 ± 2)	\$20,868.53
4. Total completed and stored to date (Column G on detail sheet)	\$20,256.22
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)	\$20,256.22
7. Less previous certificates for payment (Line 6 from prior certificate)	\$17,447.12
8. Current payment due:	\$2,809.10
9. Balance to finish, including retainage (Line 3 less Line 6)	\$612.31

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.

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:		\$3,660.74	\$0.00
Total approved this month:		\$3,231.20	\$0.00
Totals:		\$6,891.94	\$0.00
Net change by change orders:		\$6,891.94	

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 6

Contractor's signed Certification is attached.

APPLICATION DATE: 05/27/2021

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

PERIOD: 04/01/21 - 05/26/21

Contract Lines

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	C SCHEDULED VALUE	D APPROVED WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	9181.01.00-03.MM21 9181.01 Birches Storm Repairs.Construction Manager CA.MM21	Construction Management CA Services	\$13,700.47	\$13,700.47	\$0.00	\$0.00	\$0.00	\$13,700.47	\$0.00	\$0.00
2	9181.01.00-03.MM21 9181.01 Birches Storm Repairs.Construction Manager CA.MM21	Reimbursables	\$276.12	\$108.42	\$0.00	\$0.00	\$0.00	\$108.42	\$167.70	\$0.00
TOTALS:			\$13,976.59	\$13,808.89	\$0.00	\$0.00	\$0.00	\$13,808.89	\$167.70	\$0.00

Change Orders

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D APPROVED WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	CCO # 001 Story Change Order #1 (Birches)								
1.1	00-03 Additional CM Services	\$3,660.74	\$3,638.23	\$22.51	\$0.00	\$0.00	\$3,660.74	\$0.00	\$0.00
2	CCO # 002 Story Change Order #2 (Birches)								
2.1	00-03 Additional CM Time	\$3,231.20	\$0.00	\$2,786.59	\$0.00	\$0.00	\$2,786.59	\$444.61	\$0.00
TOTALS:			\$6,891.94	\$3,638.23	\$2,809.10	\$0.00	\$6,447.33	\$444.61	\$0.00

Grand Totals

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D APPROVED WORK COMPLETED	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
GRAND TOTALS:		\$20,868.53	\$17,447.12	\$2,809.10	\$0.00	\$20,256.22	\$612.31	\$0.00



RE: Birches Storm Repairs
Woodward, Iowa

Job #: 20411
Period: April 1 through May 26, 2021

CM Services			
Project Managers	1.00 hours @ \$ 143.18 per hour	\$ 143.18	
Project Superintendents	7.50 hours @ \$ 143.18 per hour	\$ 1,073.85	
Project Engineer	18.00 hours @ \$ 85.48 per hour	\$ 1,538.64	
Project Assistant	1.00 hours @ \$ 53.43 per hour	\$ 53.43	\$ 2,809.10
<div style="border: 1px solid black; padding: 2px; display: inline-block;"> State of Iowa Project # 9181.01 </div>			
<div style="border: 1px solid black; padding: 2px; display: inline-block;"> Exhibit # 072CA </div>			

DOCUMENT SUMMARY SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

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

APPLICATION NO: 1
INVOICE NO: 1
PERIOD: 10/30/20 - 12/31/20
PROJECT NO: 9181.00-.05
CONTRACT NO: TC-9181.01-011
CONTRACT DATE: 10/26/2020
CERTIFICATE DATE: 01/21/2021
SUBMITTED DATE:

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

SUBCONTRACT FOR: Black Hawk Roof Company - Birches

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	\$133,583.00
2.	Net change by change orders	\$0.00
3.	Contract Sum to date (Line 1 ± 2)	\$133,583.00
4.	Total completed and stored to date (Column G on detail sheet)	\$119,020.50
5.	Retainage:	
	a. 5.00% of completed work	\$5,951.03
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$5,951.03
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$113,069.47
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$0.00
8.	Current payment due:	\$113,069.47
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$20,513.53

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: _____

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: 12/29/2020
 PERIOD: 10/30/20 - 12/31/20

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)	APPROVED WORK COMPLETED 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	00-06 - Construction BRUM		Roofing Labor	\$52,898.00	\$0.00	\$47,608.20	\$0.00	\$0.00	\$47,608.20	90.00%	\$5,289.80	\$2,380.41
2	00-06 - Construction BRUM		Roofing Material	\$79,347.00	\$0.00	\$71,412.30	\$0.00	\$0.00	\$71,412.30	90.00%	\$7,934.70	\$3,570.62
3	00-06 - Construction BRUM		Closeout	\$1,338.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,338.00	\$0.00
TOTALS:				\$133,583.00	\$0.00	\$119,020.50	\$0.00	\$0.00	\$119,020.50	89.10%	\$14,562.50	\$5,951.03

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)	APPROVED WORK COMPLETED 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	
GRAND TOTALS:				\$133,583.00	\$0.00	\$119,020.50	\$0.00	\$119,020.50	89.10%	\$14,562.50	\$5,951.03	

APPLICATION AND CERTIFICATE FOR PAYMENT

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

APPLICATION NO: 2
INVOICE NO: 2
PERIOD: 01/01/21 - 01/31/21
PROJECT NO: 9181.00-.05
CONTRACT NO: TC-9181.01-011
CONTRACT DATE: 10/26/2020
CERTIFICATE DATE: 02/08/2021
SUBMITTED DATE:

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

SUBCONTRACT FOR: Black Hawk Roof Company - Birches

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 \$133,583.00
- 2. Net change by change orders \$(1,422.00)
- 3. Contract Sum to date (Line 1 ± 2) \$132,161.00
- 4. Total completed and stored to date (Column G on detail sheet) \$130,823.00
- 5. Retainage:
 - a. 5.00% of completed work \$6,541.16
 - b. 0.00% of stored material \$0.00
- 6. Total retainage (Line 5a + 5b or total in column I of detail sheet) \$6,541.16
- 7. Total earned less retainage (Line 4 less Line 6 Total) \$124,281.84
- 8. Less previous certificates for payment (Line 6 from prior certificate) \$113,069.47
- 9. Current payment due: \$11,212.37
- Balance to finish, including retainage (Line 3 less Line 6) \$7,879.16

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: _____

CHANGE ORDER SUMMARY		
	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$(1,422.00)
Totals:	\$0.00	\$(1,422.00)
Net change by change orders:		\$(1,422.00)

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: 2
 APPLICATION DATE: 01/20/2021
 PERIOD: 01/01/21 - 01/31/21

Contract Lines

ITEM NO.	COST CODE	DESCRIPTION OF WORK	C	E		F	G	H	I
				D	THIS PERIOD				
1	00-06 - Construction BRUM	Roofing Labor	\$52,898.00	\$47,608.20	\$5,289.80	\$0.00	\$52,898.00	100.00%	\$2,644.90
2	00-06 - Construction BRUM	Roofing Material	\$79,347.00	\$71,412.30	\$7,934.70	\$0.00	\$79,347.00	100.00%	\$3,967.36
3	00-06 - Construction BRUM	Closeout	\$1,338.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
TOTALS:			\$133,583.00	\$119,020.50	\$13,224.50	\$0.00	\$132,245.00	99.00%	\$6,612.26

Change Orders

ITEM NO.	DESCRIPTION OF WORK	C	E		F	G	H	I
			D	THIS PERIOD				
1	CCO # 01 Black Hawk CO #1 - Birches Roof Time Extension to 1/08/2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1.1	00-06 No cost 9 day time extension	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	CCO # 02 Black Hawk Roof Company CO#002	\$(1,422.00)	\$0.00	\$(1,422.00)	\$0.00	\$(1,422.00)	\$0.00	\$(71.10)
2.1	00-06 Credit for Roof Drains & Add 14 days	\$(1,422.00)	\$0.00	\$(1,422.00)	\$0.00	\$(1,422.00)	\$0.00	\$(71.10)
TOTALS:			\$(1,422.00)	\$(1,422.00)	\$0.00	\$(1,422.00)	\$0.00	\$(71.10)

Grand Totals

ITEM NO.	DESCRIPTION OF WORK	C	E		F	G	H	I
			D	THIS PERIOD				
GRAND TOTALS:			\$132,161.00	\$119,020.50	\$0.00	\$130,823.00	\$1,338.00	\$6,541.16

GULFEAGLE SUPPLY

DISTRIBUTORS
ROOFING AND SHEET METAL PRODUCTS

PARTIAL WAIVER OF LIEN

Whereas, the undersigned GULFSIDE SUPPLY, INC. d/b/a GULFEAGLE SUPPLY has been heretofore employed by
BLACK HAWK ROOF CO INC-WRC
to furnish certain labor or material, or both, for the building owned and located at
1251 334TH STREET
WOODWARD, IA 50276
REF#357399 *Wood Resource Center*

Portion being released 12/31/2020
(Identify dollar amount of invoice number(s) or building number(s) or time period through which payment covers)

Now, therefore, the undersigned, for a good and valuable consideration, the receipt which is hereby acknowledge, does hereby waive and release unto the owner of said premises any and all lien, right of lien, or claim of lien as to the above described building and real estate, only on account of such labor or material, or both, furnished for the incorporated into said building by the undersigned prior to the date of this partial waiver and without prejudice to assert any right of lien as to future delivery, performance of furnishing of labor or material, or both. This partial lien waiver is not perfected until the remittance has cleared the bank.

Executed this 28th day of January, 2021

Branch: GULFEAGLE SUPPLY-CEDAR FALLS, IA 65

By: *[Signature]*

Title: FINANCIAL SERVICES MANAGER

STATE OF FLORIDA

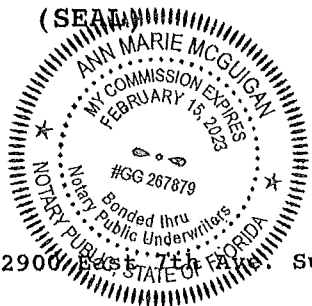
COUNTY OF HILLSBOROUGH

On this 28th day of January, 2021 before me, **Chris Southby**
who acknowledged himself/herself to be the FINANCIAL SERVICES MANAGER of GULFSIDE SUPPLY, INC.
d/b/a GULFEAGLE SUPPLY a Florida corporation, and that he/she, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by the signing the name of the corporation by himself/herself such as GULFSIDE SUPPLY, INC. d/b/a GULFEAGLE SUPPLY by means of physical presence or online notarization.

In witness whereof, I hereunto set my hand and official seal. Personally known to me or who has produced a _____ as identification, ID # _____ and who did/did not take an oath.

NOTARY PUBLIC *Ann Marie McGuigan*

State of FLORIDA at large



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: 3
INVOICE NO: 3
PERIOD: 02/01/21 - 04/30/21
PROJECT NO: 9181.00~.05
CONTRACT NO: TC-9181.01-011
CONTRACT DATE: 10/26/2020
CERTIFICATE DATE: 05/07/2021
SUBMITTED DATE:

SUBCONTRACT FOR: Black Hawk Roof Company - Birches

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: Black Hawk Roof Company

1.	Original Contract Sum	\$133,583.00
2.	Net change by change orders	\$(1,422.00)
3.	Contract Sum to date (Line 1 ± 2)	\$132,161.00
4.	Total completed and stored to date (Column G on detail sheet)	\$132,161.00
5.	Retainage:	
	a. 5.00% of completed work	\$6,608.06
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$6,608.06
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$125,552.94
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$124,281.84
8.	Current payment due:	\$1,271.10
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$6,608.06

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	\$(1,422.00)
Total approved this month:		\$0.00	\$0.00
Totals:		\$0.00	\$(1,422.00)
Net change by change orders:			\$(1,422.00)

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: 3
 APPLICATION DATE: 04/22/2021
 PERIOD: 02/01/21 - 04/30/21

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	\$52,898.00	\$52,898.00	\$0.00	\$0.00	\$52,898.00	100.00%	\$0.00	\$2,644.90
2	00-06 - Construction BRUM	Roofing Material	\$79,347.00	\$79,347.00	\$0.00	\$0.00	\$79,347.00	100.00%	\$0.00	\$3,967.36
3	00-06 - Construction BRUM	Closeout	\$1,338.00	\$0.00	\$1,338.00	\$0.00	\$1,338.00	100.00%	\$0.00	\$66.90
TOTALS:			\$133,583.00	\$132,245.00	\$1,338.00	\$0.00	\$133,583.00	100.00%	\$0.00	\$6,679.16

Change Orders

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 # 01 Black Hawk CO #1 - Birches Roof Time Extension to 1/08/2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
1.1	00-06 No cost 9 day time extension	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2	CCO # 02 Black Hawk Roof Company CO#002	\$(1,422.00)	\$(1,422.00)	\$0.00	\$0.00	\$(1,422.00)	\$(1,422.00)	100.00%	\$0.00
2.1	00-06 Credit for Roof Drains & Add 14 days	\$(1,422.00)	\$(1,422.00)	\$0.00	\$0.00	\$(1,422.00)	\$(1,422.00)	100.00%	\$0.00
TOTALS:			\$(1,422.00)	\$(1,422.00)	\$0.00	\$(1,422.00)	\$(1,422.00)	100.00%	\$0.00

Grand Totals

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:			\$130,823.00	\$1,338.00	\$0.00	\$132,161.00	\$132,161.00	100.00%	\$0.00

GULFEAGLE SUPPLY

DISTRIBUTORS
ROOFING AND SHEET METAL PRODUCTS

FINAL WAIVER OF LIEN

Whereas, the undersigned GULFSIDE SUPPLY, INC. d/b/a GULFEAGLE SUPPLY has been heretofore employed by
BLACK HAWK ROOF CO INC

to furnish certain labor or material, or both, for the building owned and located at WRC

1251 334TH STREET
WOODWARD IA 50276

Now, therefore, the undersigned, for a good and valuable consideration, the receipt which is hereby acknowledge, does hereby waive and release unto the owner of said premises any and all lien, right of lien, or claim of lien as to the above described building and real estate, only on account of such labor or material, or both, furnished for the incorporated into said building by the undersigned prior to the date hereof. This lien waiver is not perfected until the remittance has cleared the bank.

TOTAL BILLED & PAID 43,066.46

Executed this 3rd day of May, 2021

Branch: GULFEAGLE SUPPLY-CEDAR FALLS, IA 65

By: _____

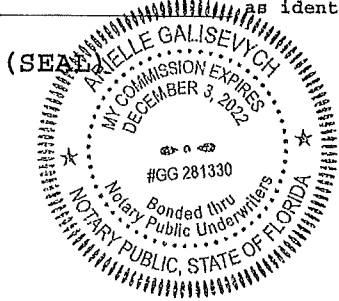
Title: FINANCIAL SERVICES MANAGER

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

On this 3rd day of May, 2021 before me, Michael Jones who acknowledged himself/herself to be the FINANCIAL SERVICES MANAGER of GULFSIDE SUPPLY, INC. d/b/a GULFEAGLE SUPPLY a Florida corporation, and that he/she, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by the signing the name of the corporation by himself/herself such as GULFSIDE SUPPLY, INC. d/b/a GULFEAGLE SUPPLY by means of physical presence or online notarization.

In witness whereof, I hereunto set my hand and official seal. Personally known to me or who has produced a _____ as identification, ID # _____ and who did/did not take an oath.



NOTARY PUBLIC _____

State of _____

at large

DOCUMENT SUMMARY SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

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: 4
INVOICE NO: 9181.01-11-4-Retainage
PERIOD: 05/01/21 - 05/11/21
PROJECT NO: 9181.00~.05
CONTRACT NO: TC-9181.01-011
CONTRACT DATE: 10/26/2020
CERTIFICATE DATE: 05/12/2021
SUBMITTED DATE:

SUBCONTRACT FOR: Black Hawk Roof Company - Birches

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	\$133,583.00
2. Net change by change orders	\$(1,422.00)
3. Contract Sum to date (Line 1 ± 2)	\$132,161.00
4. Total completed and stored to date (Column G on detail sheet)	\$132,161.00

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)	\$132,161.00	
7. Less previous certificates for payment (Line 6 from prior certificate)	\$125,552.94	
8. Current payment due:	\$6,608.06	
9. Balance to finish, including retainage (Line 3 less Line 6)	\$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: _____

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$0.00	\$(1,422.00)
Total approved this month:		\$0.00	\$0.00
Totals:		\$0.00	\$(1,422.00)
Net change by change orders:			\$(1,422.00)

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: 4
 APPLICATION DATE: 05/11/2021
 PERIOD: 05/01/21 - 05/11/21

Contract Lines		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	\$52,898.00	\$52,898.00	\$0.00	\$0.00	\$52,898.00	100.00%	\$0.00	\$0.00							
2	00-06 - Construction BRUM	Roofing Material	\$79,347.00	\$79,347.00	\$0.00	\$0.00	\$79,347.00	100.00%	\$0.00	\$0.00							
3	00-06 - Construction BRUM	Closeout	\$1,338.00	\$1,338.00	\$0.00	\$0.00	\$1,338.00	100.00%	\$0.00	\$0.00							
TOTALS:			\$133,583.00	\$133,583.00	\$0.00	\$0.00	\$133,583.00	100.00%	\$0.00	\$0.00							

Change Orders		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 #01 Black Hawk CO #1 - Birches Roof Time Extension to 1/08/2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00							
1.1	00-06 No cost 9 day time extension	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00							
2	CCO #02 Black Hawk Roof Company CO#002	\$1,422.00	\$1,422.00	\$0.00	\$0.00	\$0.00	\$1,422.00	100.00%	\$0.00	\$0.00							
2.1	00-06 Credit for Roof Drains & Add 14 days	\$1,422.00	\$1,422.00	\$0.00	\$0.00	\$0.00	\$1,422.00	100.00%	\$0.00	\$0.00							
TOTALS:			\$1,422.00	\$1,422.00	\$0.00	\$0.00	\$1,422.00	100.00%	\$0.00	\$0.00							

Grand Totals		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:			\$132,161.00	\$132,161.00	\$0.00	\$132,161.00	100.00%	\$0.00	\$0.00								



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

Contract CMCA-9181.01-007

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

Story Construction Exhibit #072CA (Birches)

DATE CREATED:	10/07/2020	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 33521287503

DESCRIPTION:

Construction Administration for the Birches roof replacement at the Woodward Resource Center.

#	SUB JOBS	COST CODE	DESCRIPTION	TYPE	AMOUNT
1	9181.01 Birches Storm Repairs	00-03 - Construction Manager CA	CM Services for roof replacement at Birches	MM21	\$ 13,976.59
Grand Total:					\$ 13,976.59

CONTRACT TYPE: Consensus 801

DISPUTE MITIGATION PROCEDURE	Project Neutral	BINDING DISPUTE RESOLUTION	Litigation
3. CM TO PROVIDE GENERAL CONDITIONS	<input type="checkbox"/>	4. NUMBER OF VISITS FOR CONSTRUCTION MANAGER DURING CORRECTION PERIOD	As needed
CM SERVICES: OTHER SERVICES	<input type="checkbox"/>		
OTHER SERVICES			
CM Services	\$13,700.47		
Reimbursables	\$276.12		
Total	\$13,976.59		
8. NON-REFUNDABLE PAYMENT AMOUNT	\$0.00	10. PAYMENT FOR GENERAL CONDITIONS	\$0.00
11. REIMBURSABLE COSTS LIMIT	\$276.12		
ADDITIONAL INSURANCE	None.		

EXHIBIT " 072CA " 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: Genesis Architectural Design. The Design Professional's office primarily responsible for the Project is located at: 939 Office Park Road, Suite 101, West Des Moines, Iowa 50265.

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	\$13,700.47
Reimbursables	\$276.12
Total	\$13,976.59

- 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 \$13,976.59. 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:
\$276.12

- 12. Per Article 10.2.6 of the Agreement, the Construction Manager shall purchase the following additional insurance:

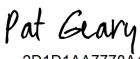
None.
- 13. Per Paragraph 12.3 of the Agreement, the Parties agree that the dispute mitigation procedure shall be:
 Project Neutral, or Dispute Review Board, or None.
- 14. Per Article 12, if the matter remains unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties 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 " 072CA " to the Agreement is hereby executed and effective upon the date written below.

Construction
Manager:

Story Construction

By:

DocuSigned by:

 2D1D1AA7778A49F...

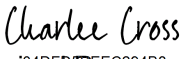
(Authorized Representative)

Name: Pat Geary
 Title: Chief Operating Officer
 Date: 10/12/2020

Owner:

State of Iowa - DAS

By:

DocuSigned by:

 94BFD495629488

(Authorized Representative)

Name: Charlee Cross
 Title: Division Director, Division of Business and Property Services
 Date: 10/12/2020



Contract #CMCA-9181.01-007

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

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

Change Order #001: Story Change Order #1 (Birches)

CONTRACT COMPANY: Story Construction
 2810 Wakefield Circle
 Ames, Iowa 50010

CONTRACT FOR: CMCA-9181.01-007:Story Construction Exhibit #072CA (Birches)

DATE CREATED: 2/19/2021

CREATED BY: Sam Vorrie (Story Construction)

REVISION:

CHANGE REASON: Unforeseen Condition

SCHEDULE IMPACT: 0

TOTAL AMOUNT: \$3,660.74

DESCRIPTION:

CE #18 - Adjustment of CM Fees
 Provide additional CM services for a value of \$3,660.74.

ATTACHMENTS:

[9181.01 CA CO #1 Cost Estimate.pdf](#)

Change Order Line Items:

#	Sub Job	Cost Code	Description	Reason	Type	Amount
1	9181.01 Birches Storm Repairs	00-03 - Construction Manager CA	Additional CM Services	Unforeseen Condition	MM21	\$3,660.74
Grand Total:						\$3,660.74

ConsensusDocs® 813

TRADE CONTRACT CHANGE ORDER

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



Project Name: DHS WRC Storm Repairs

Project No.: 9181.00-.05

Trade Contractor: Story Construction

Contract Date: 10/19/2020

Owner: State of Iowa - DAS

Trade Contract Change Order No. 001

Construction Manager: Story Construction

Design Professional: Genesis Architectural Design

This Change Order is made this 19th day of February, 2021, by State of Iowa - DAS (Owner) and Story Construction (Trade Contractor), for the following change(s) within the scope of the Trade Contract Work:

CE #18 - Adjustment of CM Fees

Provide additional CM services for a value of \$3,660.74.

The Owner agrees to pay for all changes in the Trade Contract Work performed by the Trade Contractor under this Trade Contract Change Order according to the terms of the Agreement. The amount paid by the Owner shall be full compensation for all such Changed Work requested. The change, if any, in the Trade Contract Price shall be computed according to one of the following methods.

1. Lump Sum of \$3,660.74
2. Costs Plus a Fee



- 3. Costs Plus Overhead of 0 and Profit of 0
- 4. Unit Price
- 5. Other
- 6. No Change

If Item 2 or 3 is checked, the Trade Contractor shall submit promptly to Owner such itemized labor and material breakdowns as Owner may require for Changed Work performed or deleted from the Agreement by this Trade Contract Change Order. The Trade Contractor shall include the amount of such change in its next application for payment as a separate line item.

The Trade Contract Time, if affected by this Trade Contract Change Order, is modified as follows:

Add 0 days OR deduct 0 days.

Original Contract Price: \$13,976.59

Change in Contract Price from previously approved Change Orders: \$0.00

Change in Contract Price from this Change Order: \$3,660.74

Revised Contract Price: \$17,637.33

Trade Contractor: Story Construction

By: DocuSigned by:
Jeff Reams
2694B18E0942481
(Authorized Representative)

Name: Jeff Reams

Title: Project Manager

Date: 2/19/2021

Owner: State of Iowa - DAS

By: DocuSigned by:
Charlee Cross
04DFD5BEEC294B8...
(Authorized Representative)

Name: Charlee Cross

Title: Division Director, Division of Business and Property Services

Date: 2/22/2021

END OF DOCUMENT.





Contract #CMCA-9181.01-007

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

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

Change Order #002: Story Change Order #2 (Birches)

CONTRACT COMPANY:	Story Construction 2810 Wakefield Circle Ames, Iowa 50010	CONTRACT FOR:	CMCA-9181.01-007:Story Construction Exhibit #072CA (Birches)
DATE CREATED:	4/23/2021	CREATED BY:	Sam Vorrie (Story Construction)
REVISION:		CHANGE REASON:	Unforeseen Condition
SCHEDULE IMPACT:	0	TOTAL AMOUNT:	\$3,231.20
DESCRIPTION: CE #24 - Adjustment of CM Fees Provide additional CM services for a value of \$3,231.20.			
ATTACHMENTS: 9181.01 CA CO #2 Cost Estimate.pdf			

Change Order Line Items:

#	Sub Job	Cost Code	Description	Reason	Type	Amount
1	9181.01 Birches Storm Repairs	00-03 - Construction Manager CA	Additional CM Time	Unforeseen Condition	MM21	\$3,231.20
Grand Total:						\$3,231.20

ConsensusDocs® 813

TRADE CONTRACT CHANGE ORDER

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



Project Name: DHS WRC Storm Repairs

Project No.: 9181.00-.05

Trade Contractor: Story Construction

Contract Date: 10/19/2020

Owner: State of Iowa - DAS

Trade Contract Change Order No. 002

Construction Manager: Story Construction

Design Professional: Genesis Architectural Design

This Change Order is made this 23rd day of April, 2021, by State of Iowa - DAS (Owner) and Story Construction (Trade Contractor), for the following change(s) within the scope of the Trade Contract Work:

CE #24 - Adjustment of CM Fees

Provide additional CM services for a value of \$3,231.20.

The Owner agrees to pay for all changes in the Trade Contract Work performed by the Trade Contractor under this Trade Contract Change Order according to the terms of the Agreement. The amount paid by the Owner shall be full compensation for all such Changed Work requested. The change, if any, in the Trade Contract Price shall be computed according to one of the following methods.

1. Lump Sum of \$3,231.20
2. Costs Plus a Fee



- 3. Costs Plus Overhead of 0 and Profit of 0
- 4. Unit Price
- 5. Other
- 6. No Change

If Item 2 or 3 is checked, the Trade Contractor shall submit promptly to Owner such itemized labor and material breakdowns as Owner may require for Changed Work performed or deleted from the Agreement by this Trade Contract Change Order. The Trade Contractor shall include the amount of such change in its next application for payment as a separate line item.

The Trade Contract Time, if affected by this Trade Contract Change Order, is modified as follows:

Add 0 days OR deduct 0 days.

Original Contract Price: \$13,976.59

Change in Contract Price from previously approved Change Orders: \$3,660.74

Change in Contract Price from this Change Order: \$3,231.20

Revised Contract Price: \$20,868.53

Trade Contractor: Story Construction

By:
 (Authorized Representative)

Name: Jeff Reams

Title: Project Manager

Date: 4/23/2021

Owner: State of Iowa - DAS

By:
 (Authorized Representative)

Name: Charlee Cross

Title: Division Director, Division of Business and Property Services

Date: 5/4/2021

END OF DOCUMENT.



MATERIALS LEGEND

	EARTH		CONTINUOUS WOOD BLOCKING
	CONCRETE		WOOD BLOCKING
	COMPACTED FILL		BRICK
	GYPSUM BOARD/ PLASTER		CONCRETE BLOCK
	BATT INSULATION		STONE
	PLYWOOD		EXISTING MATERIAL

STORM DAMAGE ROOFING REPAIRS

FOR

WOODWARD RESOURCE CENTER

DAS Proj. # 9181.01 WRC BIRCHES STORM REPAIRS

DAS Proj. # 9181.02 WRC LINDEN STORM REPAIRS

DAS Proj. # 9181.03 WRC POWERHOUSE STORM REPAIRS

DAS Proj. # 9181.04 WRC MEDICAL CENTER STORM REPAIRS

1251 334th STREET
WOODWARD, IA 50276

SYMBOLS LEGEND

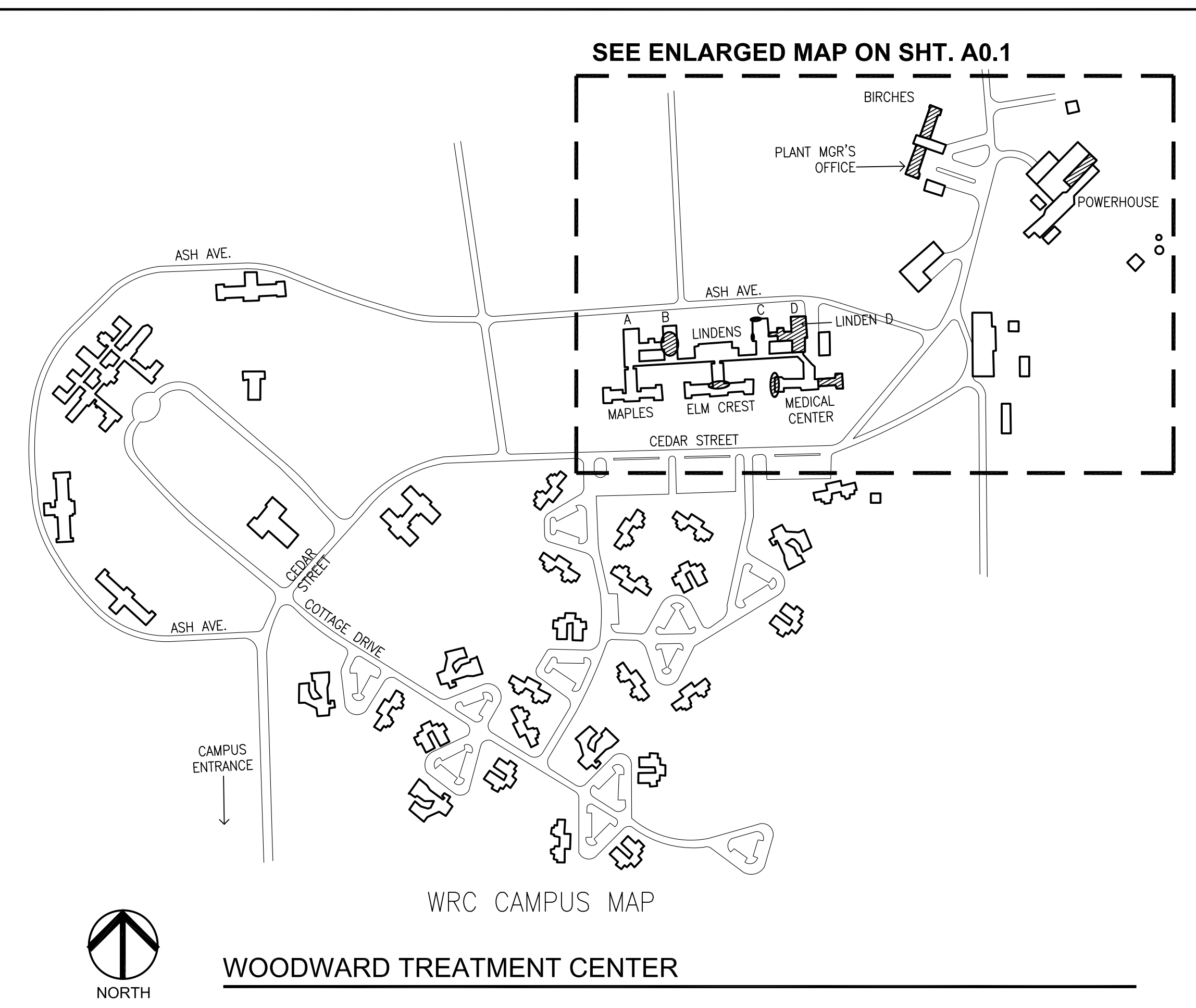
	SECTION LABEL		COLUMN GRID LINE
	SHEET NUMBER		ROOM NUMBER
	DETAIL NUMBER		ROOM NAME
	OPENING NUMBER		FOOTING SIZE
	NEW FINISH GRADE CONTOURS		FOOTING ELEVATION
	UNCHANGED EXISTING GRADES		BENCH MARK
	ALTERED EXISTING GRADES		ELEVATION IN SECTION
			NEW ELEVATION
			EXISTING ELEVATION

ABBREVIATIONS

A.C.T. ACOUSTICAL CEILING TILE	EA. EACH	INSUL. INSULATION	P.V. PLUMBING VENT	T.B. TACK BOARD
ADJ. ADJUSTABLE	E.J. EXPANSION JOINT	INT. INTERIOR	PVC. POLYVINYL CHLORIDE	TEL. TELEPHONE
A.F.F. ABOVE FINISHED FLOOR	E.J.F. EXPANSION JOINT FILLER	JT. JOINT	Q.T. QUARRY TILE	T.O.C. TOP OF CURB, TOP OF CONCRETE
ALUM. ALUMINUM	ELEC. ELECTRICAL	KIT. KITCHEN	R. RISER	T.O.W. TOP OF WALL
APPROX. APPROXIMATELY	ELEV. ELEVATION	K.W. KEYWALL	RAD. RADIUS	T.P.H. TOILET PAPER HOLDER
ASP. T. ASPHALT TILE	ENCL. ENCLOSURE	LAV. LAVATORY	R.C.J. ROOF CONTROL JOINT	TR. TRANSOM
BD. BOARD	EQ. EQUIPMENT	LB. POUND	R.C.M.U. REINFORCED CONCRETE MASONRY UNIT	T.W.F. THROUGH WALL FLASHING
BLDG. BUILDING	EX. EXISTING	L.M. LAVATORY MIRROR	R.D. ROOF DRAIN	TYP. TYPICAL
BLK. BLOCK	EXT. EXTERIOR	L.V.R. LOUVER	REBAR REINFORCING BAR	U.N.O. UNLESS NOTED OTHERWISE
BRK. BRICK	EXP. EXPOSED OR EXPANSION	L.W. LIGHT WEIGHT	REF. REFERENCE	V.A.T. VINYL ASBESTOS TILE
BN BULL-NOSED	F.C.J. FLOOR CONTROL JOINT	MAG. MAGNET(IC)	REFR. REFRIGERATOR	V.B. VINYL BASE
CAB. CABINET	F.D. FLOOR DRAIN	MAS. MASONRY	REINF. REINFORCED	V.C.T. VINYL COMPOSITION TILE
C.B. CHALKBOARD	FDN. FOUNDATION	MAX. MAXIMUM	R.E.J. ROOF EXPANSION JOINT	VERT. VERTICAL
C.C. CENTER TO CENTER	F.E. FIRE EXTINGUISHER	M.B. MARKER BOARD	REQ'D REQUIRED	VEST. VESTIBULE
CHNL. CHANNELS	F.E.C. FIRE EXTINGUISHER CABINET	MECH. MECHANICAL	RM. ROOM	VTR. VENT THROUGH ROOF
C.J. CONTROL JOINT	F.E.J. FLOOR EXPANSION JOINT	MET. METAL	R.O. ROUGH OPENING	V.W.C. VINYL WALL COVERING
CL. CENTER LINE	FIN. FINISH	MFR. MANUFACTURER	R.T.S. REINFORCED TERMINATION STRIP	W. WIDTH
CLG. CEILING	FLR. FLOOR	MIN. MINIMUM	R.V. ROOF VENT	W/ WITH
CLO. CLOSET	F.L.M. FULL LENGTH MIRROR	MISC. MISCELLANEOUS	SCHED. SCHEDULE	W/O WITHOUT
CLRM. CLASSROOM	FLUOR. FLUORESCENT	M.O. MASONRY OPENING	S.C. SOLID CORE	W.C. WATER CLOSET OR WATER COOLER
CMU. CONCRETE MASONRY UNIT	F.O. FINISH OPENING	M.O.L. MIRROR OVER LAV.	S.D. SOAP DISPENSER	W.C.J. WALL CONTROL JOINT
CONC. CONCRETE	FR. FRAME	MTD. MOUNTED	SECT. SECTION	WD. WOOD
CONT. CONTINUOUS	F.S. FLOOR SINK	N.J.C. NOT IN CONTRACT	S.F. SQUARE FOOT OR FEET	WDW. WINDOW
CORR. CORRIDOR	FT. FOOT OR FEET	NO. NUMBER	SHR. SHOWER	W.E.J. WALL EXPANSION JOINT
CPT. CARPET	FTG. FOOTING	NOM. NOMINAL	SHT. SHEET	WGT. WEIGHT
CRS. COURSES	GA. GAUGE	N.T.S. NOT TO SCALE	SIM. SIMILAR	W.P. WATERPROOFING
C.T. CERAMIC TILE	GALV. GALVANIZED	O.C. ON CENTER	S.L. SIDELIGHT	W.R. WASTE RECEPTACLE
CTR. CENTER	G.B. GRAB BAR	OFF. OFFICE	S.N.D. SANITARY NAPKIN DISPOSAL	W.W.F. WELD WIRE FABRIC
D. DEPTH	GL. GLASS	OPNG. OPENING	SPEC. SPECIFICATION	
DBL. DOUBLE	GND. GROUND	OS. OUTSIDE	SQ. SQUARE	
DET. DETAIL	GYP. GYPSUM	PL. PLATE	S.S. STAINLESS STEEL	
D.F. DRINKING FOUNTAIN	GYP. BD. GYPSUM BOARD	PLAM. PLASTIC LAMINATE	STAT. STATIONARY	
DIA. DIAMETER	H. HEIGHT	PLYWD. PLYWOOD	STD. STANDARD	
DIM. DIMENSION	H.B. HOSE BIB	PNL. PANEL	STL. STEEL	
DISP. DISPENSER	HDWE. HARDWARE	PR. PAIR	S.T.M. SOAP, TOWEL DISPENSERS & MIRROR	
DN. DOWN	H.M. HOLLOW METAL	PROT. PROTECTION	STOR. STORAGE	
DO. REPEAT	HORIZ. HORIZONTAL	PTN. PARTITION	SUSP. SUSPENDED	
DR. DOOR	HR. HOUR	T. TREAD	T & B TOP AND BOTTOM	
DRS. DOORS	IAW IN ACCORDANCE WITH	T & G TONGUE AND GROOVE		
D.S. DOWNSPOUT	IS. INSIDE			
DWG. DRAWING				
DWR. DRAWER				

CONTACT INFORMATION

OWNER IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES JENNIFER KLEENE DESIGN AND CONSTRUCTION BUREAU 109 SE 13th STREET DES MOINES, IA 50319 PHONE: 515.822.8193 FAX: 515.281.5026	ON-SITE CONTACT WOODWARD RESOURCE CENTER RODNEY CARR FACILITIES MANAGER 1251 334 ST WOODWARD, IA 50276 PHONE: 515.438.3287	CONSTRUCTION MGR. STORY CONSTRUCTION JEFFREY REAMS 2810 WAKEFIELD CIRCLE AMES, IA 50010 OFFICE: 515.817.2647 FAX: 515.232.0599	ARCHITECT GENESIS ARCHITECTURAL DESIGN EDWARD L. MATT, AIA 939 OFFICE PARK RD SUITE 101 WEST DES MOINES, IA 50265 PHONE: 515.440.1681 FAX: 515.440.1687
---	---	---	---



SHEET INDEX

ARCHITECTURAL DRAWINGS	
A0.0	SHEET INDEX / SYMBOLS & ABBREVIATIONS
A0.1	SCOPE OF WORK
A1.0	BIRCHES ROOF PLAN AND DETAILS
A2.0	LINDEN FRAMING PLAN - PARTS "C" & "D"
A2.1	LINDEN ROOF PLAN - PARTS "C" & "D"
A2.2	LINDEN ROOF PLAN - DETAILS
A3.0	POWERHOUSE ROOF PLAN
A4.0	MEDICAL CENTER ROOF PLAN

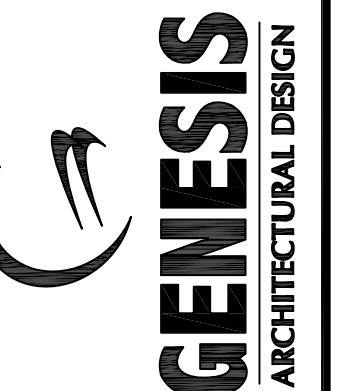
I hereby certify that the portion of this technical submission described below was prepared by me or under my supervision and responsible charge. I am a duly registered architect under the laws of the state of Iowa.



GENESIS Architectural Design
Edward L. Matt, AIA
Edward L. Matt
Signature

Pages or sheets covered in part or whole by this seal:
Specifications Div. 1 thru 22.
Date Issued: September 22, 2020

939 OFFICE PARK RD., #101
WEST DES MOINES, IA 50265
TEL: 515-440-1681
FAX: 515-440-1687



DAS ROOFING REPAIRS
CONST. PACKAGE A-D
STORM DAMAGE ROOFING REPAIRS
WOODWARD RESOURCE CENTER

PROJECT TITLE

STORM DAMAGE ROOFING REPAIRS
WOODWARD RESOURCE CENTER
1251 334th Street
WOODWARD, IA 50276

SHEET CONTENTS

SHEET INDEX / SYMBOLS
& ABBREVIATIONS

REVISIONS

NOTE	DATE

DAS PROJECT NO.
9181.00

GENESIS PROJECT NO.
2013

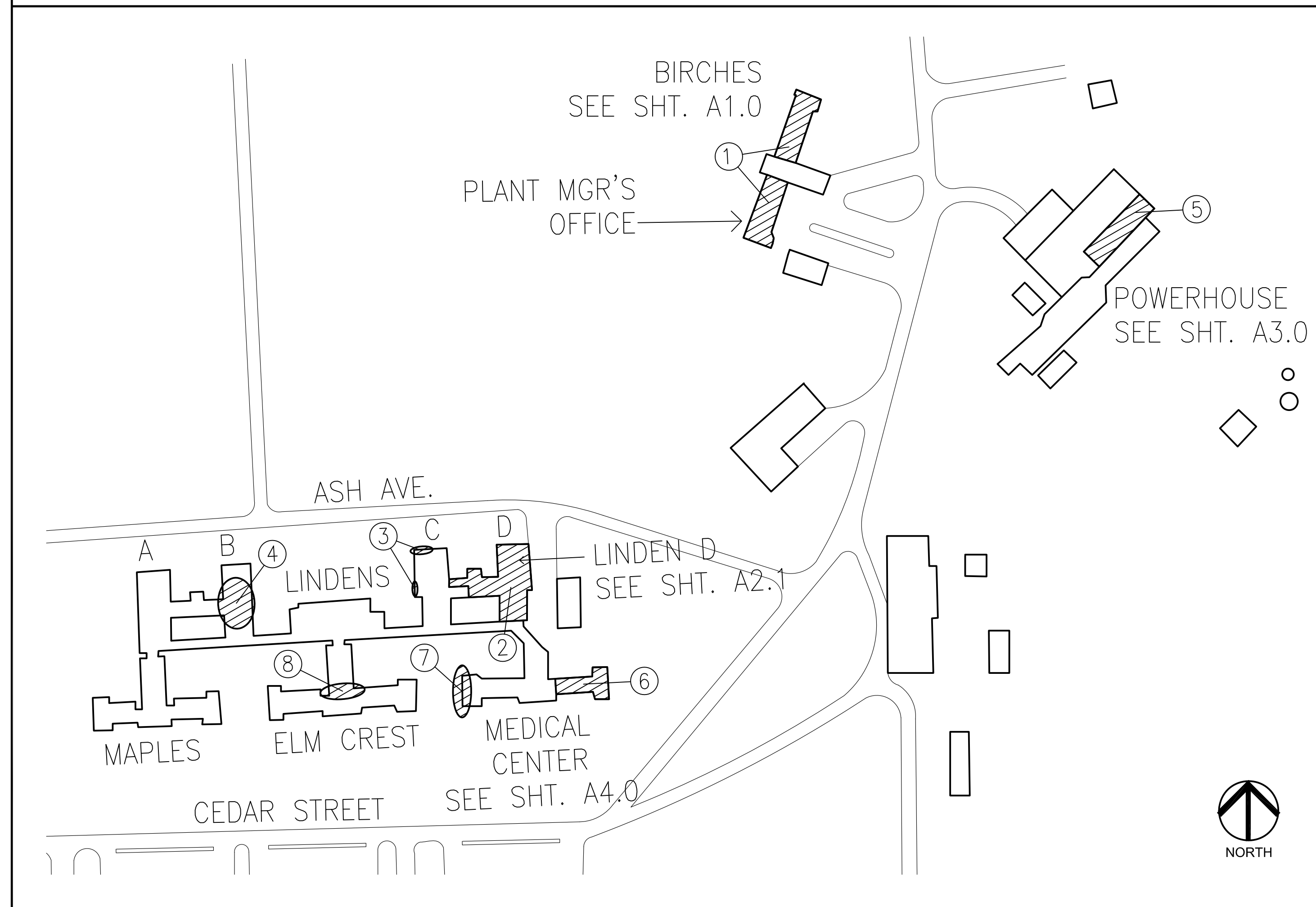
ISSUE DATE
September 22, 2020

SHEET NUMBER

A0.0

1 OF 8

ENLARGED WRC MAP SHOWING SCOPE OF WORK



CONSTRUCTION PACKAGE SCOPE OF WORK:

CONSTR. PACKAGE A: DAS PROJ. #9181.01 BIRCHES STORM REPAIRS

- ① REMOVE AND REPLACE EPDM ROOF SYSTEM ON NORTH AND SOUTH WINGS AS INDICATED ON SHEET A1.0

CONSTR. PACKAGE B: DAS PROJ. #9181.02 LINDEN STORM REPAIRS

- ② SCOPE INCLUDES LOW SLOPE SUBFRAMING AND PURLINS PER SHT A2.0
NEW STRUCTURE ROOF PANELS, INSULATION, GUTTERS AND DOWNSPOUTS PER SHT. A2.1
- ③ RECONNECT 2 DOWNSPOUTS ON THE NORTH END OF LINDEN C AND REPLACE 1
DOWNSPOUT ON THE SOUTHWEST CORNER OF LINDEN C
- ④ REPLACE APPROX. 36 LIN. FT. OF RIDGE CAP ON LINDEN B ROOF – FIELD VERIFY.

CONSTR. PACKAGE C: DAS PROJ. #9181.03 POWERHOUSE STORM REPAIRS

- ⑤ REMOVE AND REPLACE EXISTING EPDM ROOF SYSTEM AS INDICATED ON SHEET A3.0

CONSTR. PACKAGE D: DAS PROJ. #9181.04 MEDICAL CENTER STORM REPAIRS

- ⑥ SCOPE INCLUDES REPLACING METAL ROOF PANELS AND ROOFING TRIM AS SHOWN ON SHEET
A4.0. REPAIR WOOD FRAMING AND TRIM ON BUILT-IN GUTTER AND FASCIA ON EAST PORCH.
- ⑦ REPAIR BUILT-IN GUTTER ON WEST PORCH BY SCREWING COPPER-LINED GUTTER FLASHING
DOWN ON APPROX. 8 LIN. FT. AREA. COVER ALL SEAMS AND SCREWS IN REPAIRED AREA
WITH 6" ADHESIVE-BACKED EPDM SPLICING STRIP – FIELD VERIFY LINEAR FOOTAGES.
- ⑧ REPLACE PARTIAL METAL ROOF PANEL AND GABLE END RAKE TRIM ON ELM CREST ROOF.
VERIFY AND MATCH EXISTING.

ROOF DESIGN CRITERIA:

- ALL ROOFS ARE DESIGNED TO MEET 2018 INTERNATIONAL BUILDING CODE AND APPLICABLE PROVISIONS AND AMENDMENTS TO THE IOWA ADMINISTRATIVE CODE.
- ALL ROOFING SYSTEMS ARE TO MEET A CLASS C FIRE CLASSIFICATION RATING.
- ALL ROOFING SYSTEMS ARE TO MEET WIND UPLIFT REQUIREMENTS FOR EXPOSURE CATEGORY C, RISK CATEGORY II, AND 110 MPH WIND SPEED.

939 OFFICE PARK RD., #101
WEST DES MOINES, IA 50265
TEL: 515-440-1681
FAX: 515-440-1687

GENESIS
ARCHITECTURAL DESIGN

DAS ROOFING REPAIRS
CONSTR. PACKAGE A-D
STORM DAMAGE ROOFING REPAIRS
WOODWARD RESOURCE CENTER

PROJECT TITLE

STORM DAMAGE ROOFING REPAIRS
WOODWARD RESOURCE CENTER
1251 334th Street
WOODWARD, IA 50276

SHEET CONTENTS

SCOPE OF WORK

REVISIONS

NOTE	DATE

DAS PROJECT NO.
9181.00

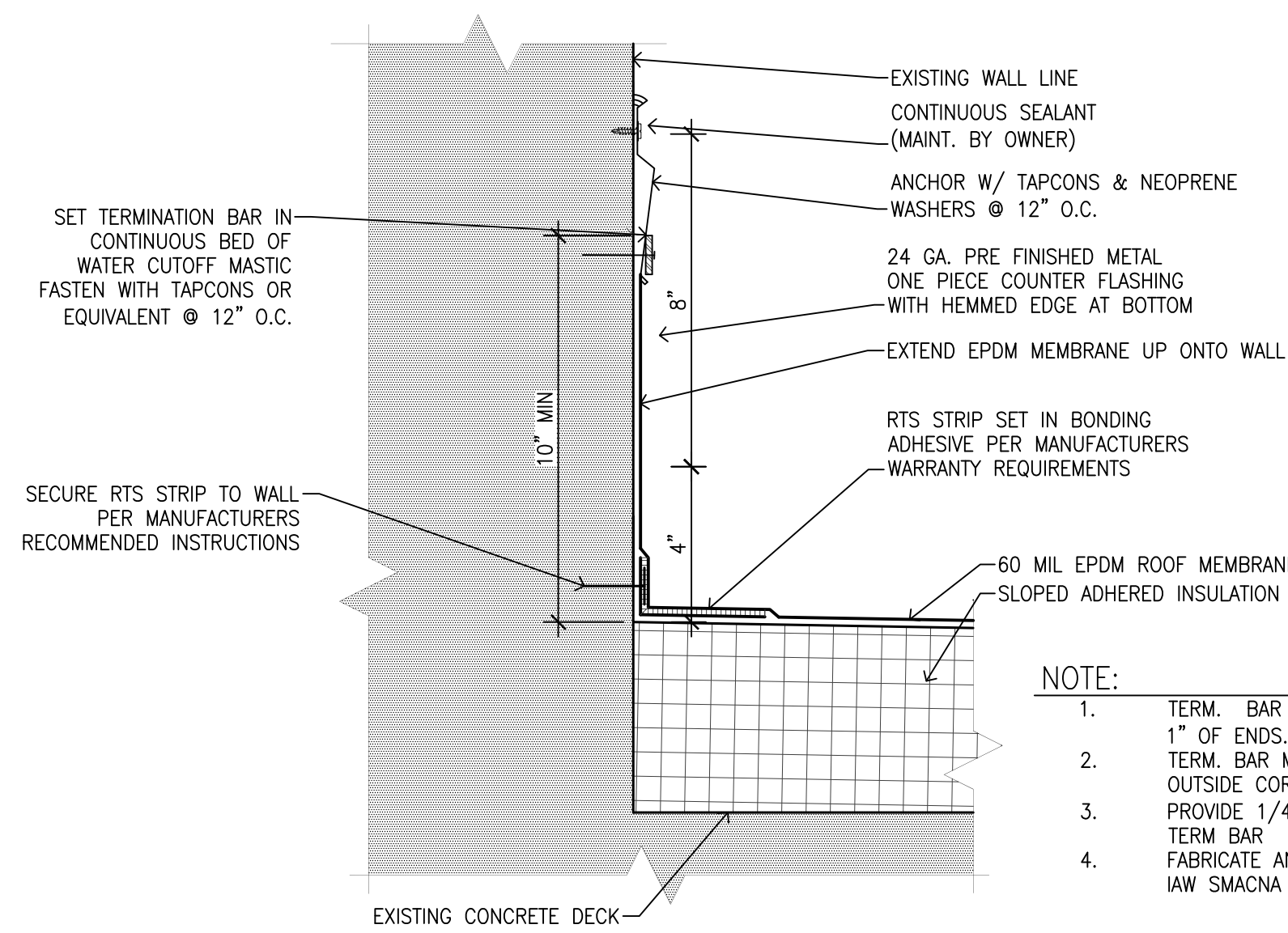
GENESIS PROJECT NO.
2013

ISSUE DATE
September 22, 2020

SHEET NUMBER

A0.1

2 OF 8

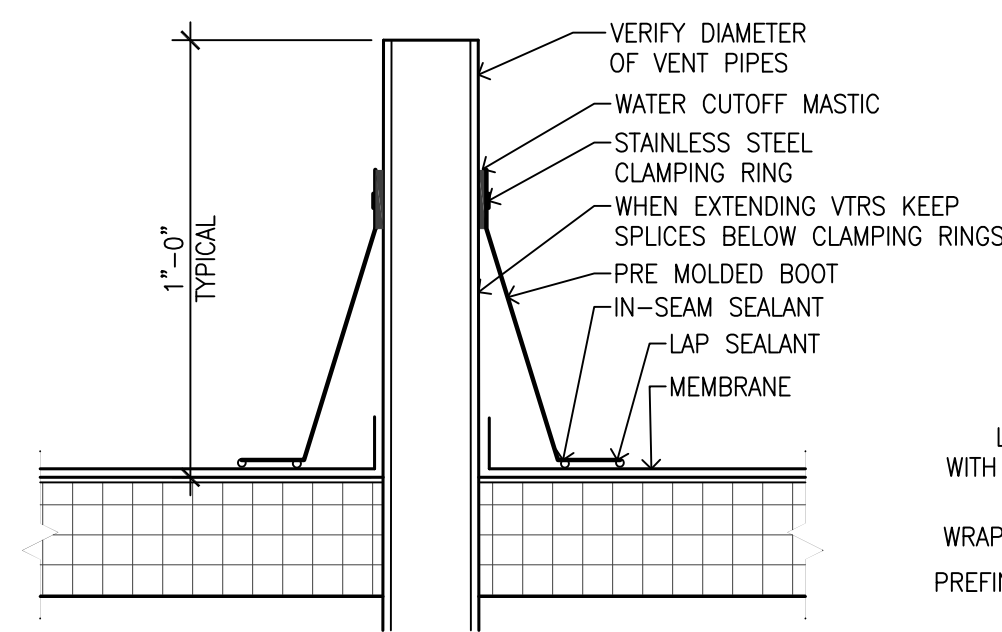


- NOTE:**
1. TERM. BAR MUST BE FASTENED WITHIN 1" OF ENDS.
 2. TERM. BAR MUST BE CUT AT INSIDE & OUTSIDE CORNERS - DO NOT BEND.
 3. PROVIDE 1/4" EXP. GAP BETWEEN ENDS OF TERM BAR
 4. FABRICATE AND INSTALL ALL METAL TO IAW SMACNA STANDARDS.

ONE PIECE COUNTERFLASHING DETAIL

SCALE: 3 = 1'-0"

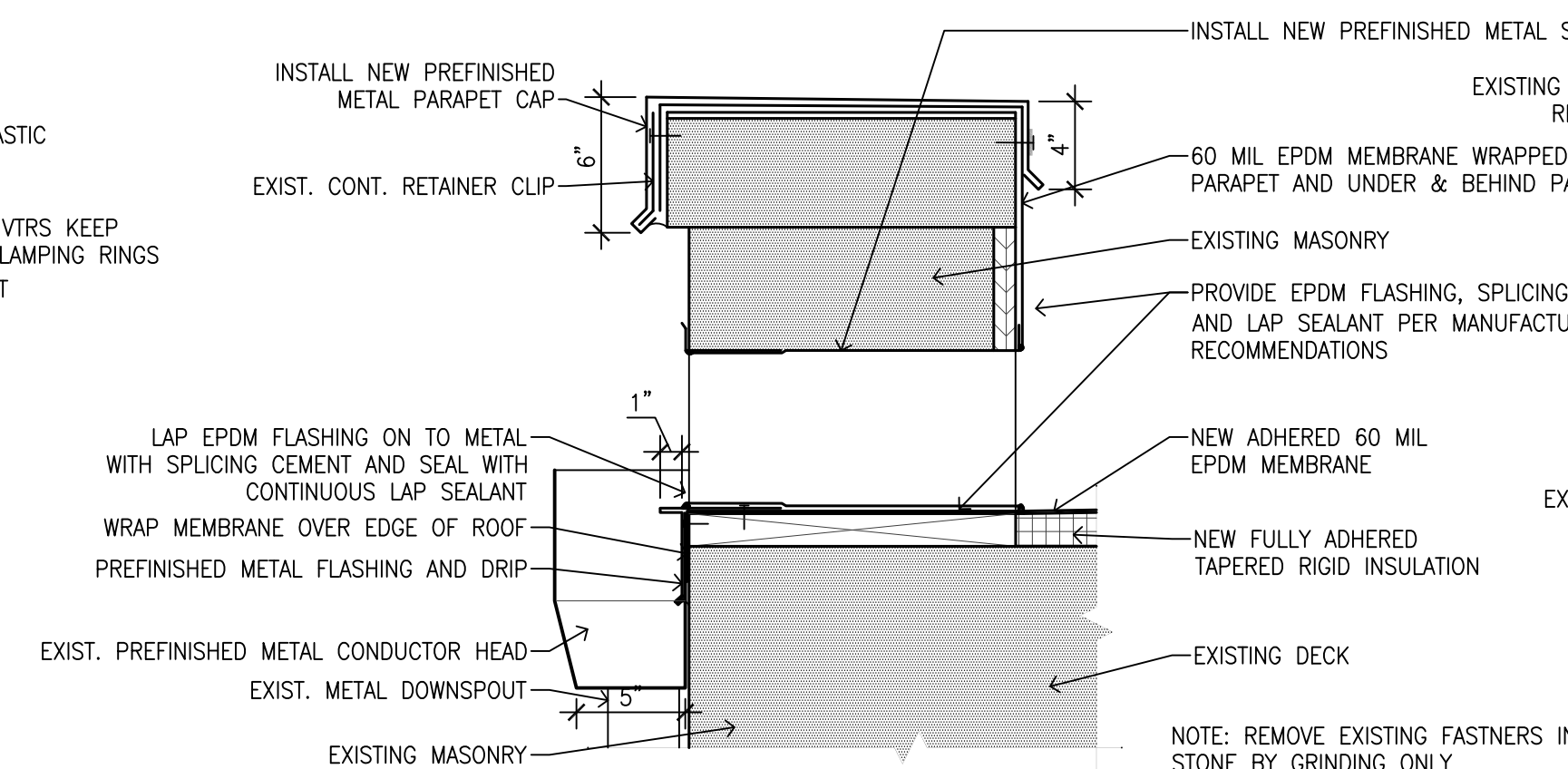
4
A1.0



VTR FLASHING DETAIL

SCALE: 1 1/2" = 1'-0"

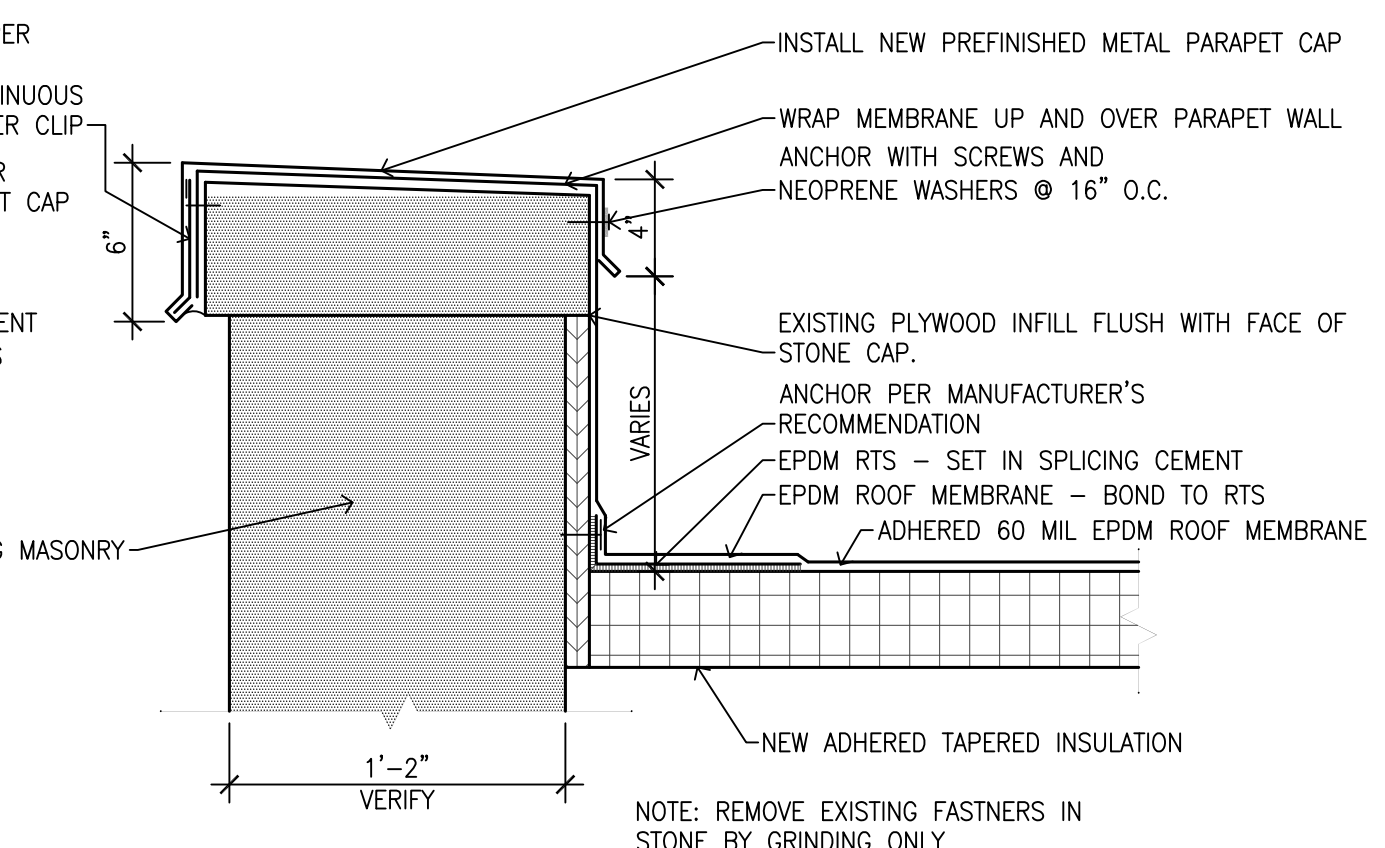
3
A1.0



SCUPPER DETAIL

SCALE: 1 1/2" = 1'-0"

2
A1.0



PARAPET DETAIL

SCALE: 1 1/2" = 1'-0"

1
A1.0

GENERAL NOTES:

1. REMOVE AND DISPOSE OFF SITE ALL EXISTING MEMBRANE, INSULATION, AND FLASHING MATERIALS.
2. SALVAGE TEMP. BALLAST PAVERS TO OWNER. STACK ON PALLETS PROVIDED BY OWNER.
3. CONTRACTOR SHALL PROVIDE AND INSTALL ALL NEW TAPERED POLYISO. INSULATION.
4. CONTRACTOR TO INSPECT AND REPLACE ANY WATER DAMAGED PLYWOOD OR BLOCKING.
5. CONTRACTOR TO VERIFY ALL DIMENSIONS AND QUANTITIES.
6. SF QUANTITIES ARE ESTIMATES ONLY. CONTRACTOR TO FIELD VERIFY ACTUAL SF.
7. DETAILS MAY VARY DEPENDING ON MANUFACTURER'S WARRANTY REQUIREMENTS.
8. CONTRACTOR TO COORDINATE SCHEDULE, INSTALLATION, MATERIAL & EQUIPMENT STAGING AND SITE ACCESS WITH OWNER'S CONSTRUCTION MANAGER.

NEW ROOF CONSTRUCTION: BIRCHES

1. FULLY ADHERED 60 MIL EPDM SYSTEM
2. FULLY ADHERED POLYISO. RIGID INSULATION
3. EXIST. CONCRETE DECK

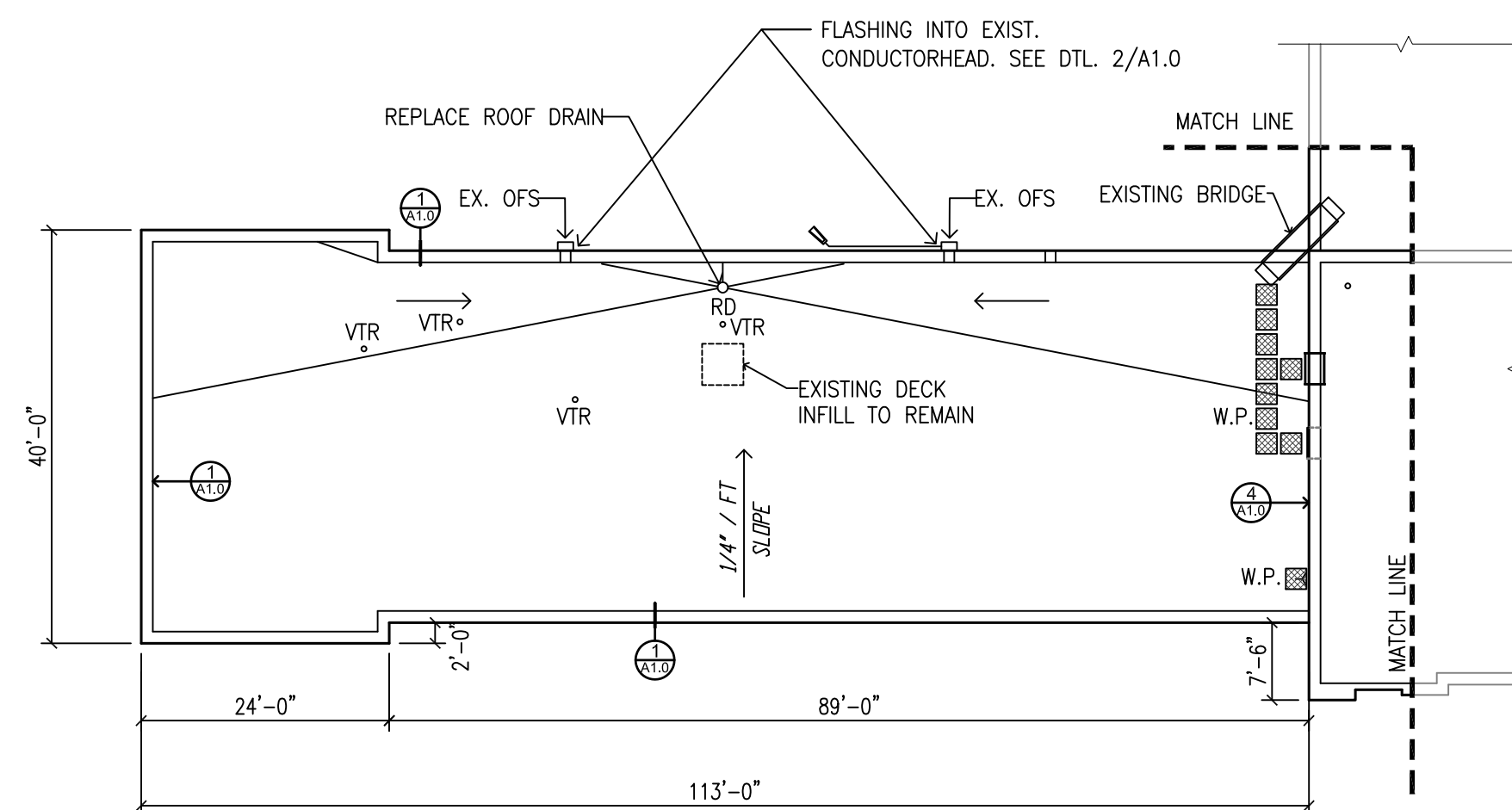
EXISTING ROOF CONSTRUCTION: BIRCHES

EXISTING ROOF AREAS, SLOPES AND DETAILS HAVE BEEN REPRESENTED AS ACCURATELY AS POSSIBLE. VARIATIONS MAY OCCUR.

1. TEMPORARY 45 MIL EPDM W/ BALLAST PAVERS - (REMOVE ALL)
2. CONCRETE DECK

COLOR SELECTIONS: BIRCHES

1. PREFINISHED METAL COPINGS, FLASHINGS AND TRIM: DARK BRONZE

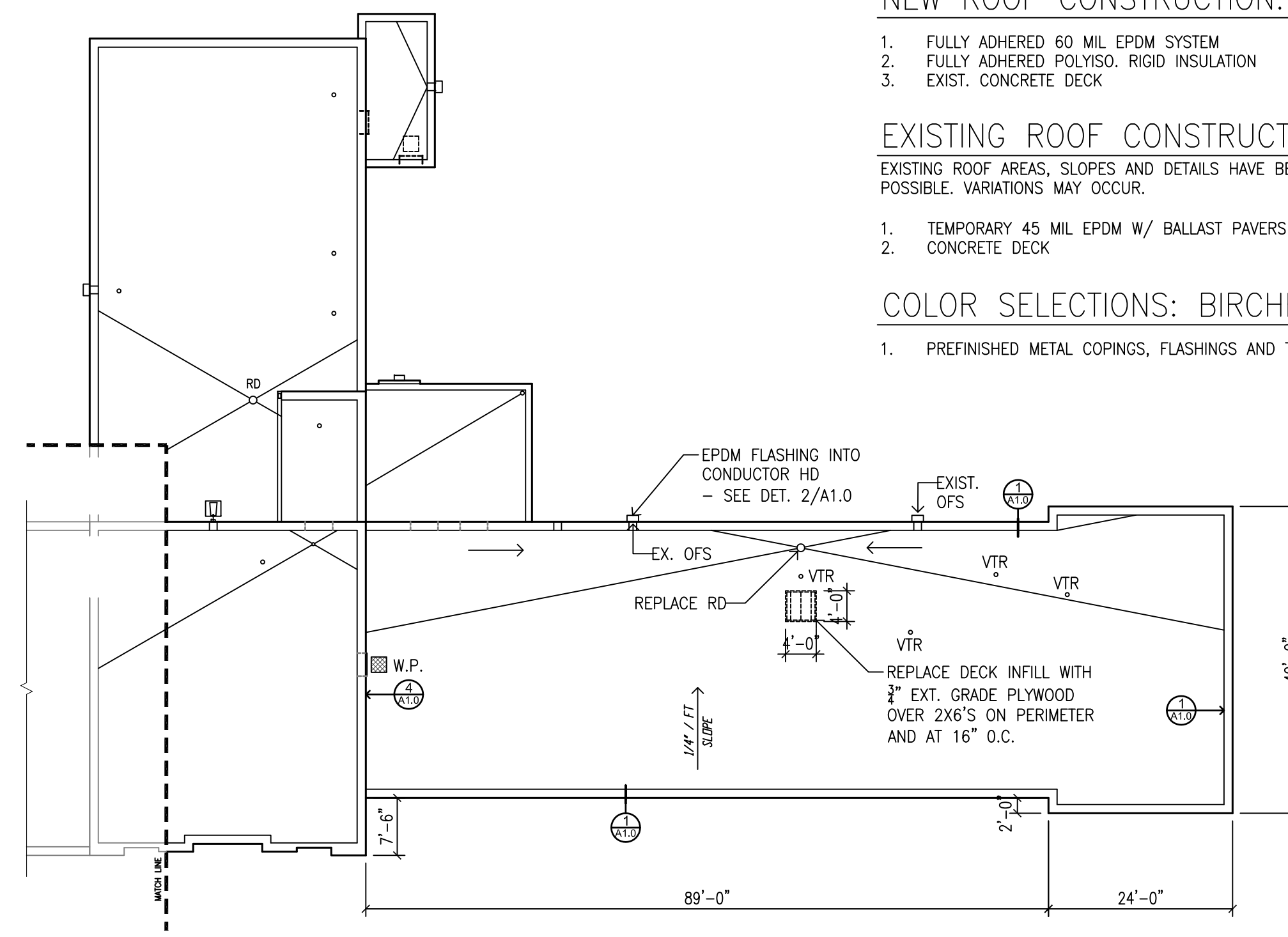


ROOF PLAN - BIRCHES

SCALE: 1/16" = 1'-0"

APPROX AREA = 4,164 SF

(NORTH WING)



ROOF PLAN - BIRCHES

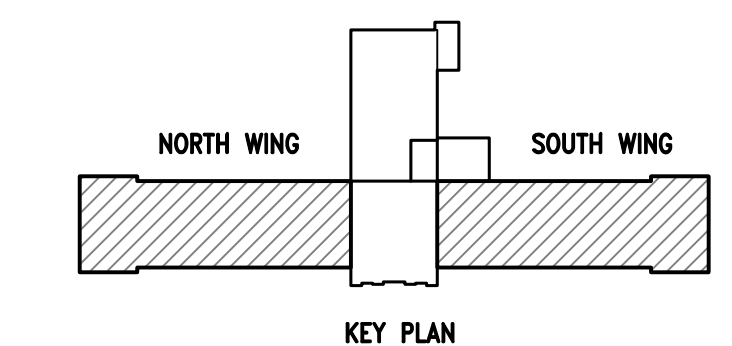
SCALE: 1/16" = 1'-0"

APPROX AREA = 4,164 SF

(SOUTH WING)

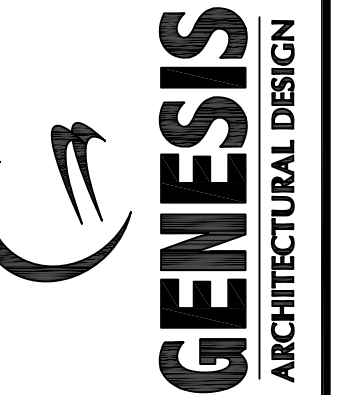
LEGEND

- OFS OVERFLOW SCUPPER - SEE DET. 2/A1.0
- RD ROOF DRAIN
- W.P. WALK PAD
- VTR VENT THRU ROOF - SEE DET. 3/A1.0



KEY PLAN

939 OFFICE PARK RD., #101
WEST DES MOINES, IA 50265
TEL: 515-440-1681
FAX: 515-440-1687



DAS ROOFING REPAIRS
CONST. PACKAGE A
DAS Proj. # 9181.01
WRC BIRCHES
STORM REPAIRS
WOODWARD RESOURCE CENTER

PROJECT TITLE

STORM DAMAGE ROOFING REPAIRS
WOODWARD RESOURCE CENTER
1251 334th Street
WOODWARD, IA 50276

SHEET CONTENTS

BIRCHES
ROOF PLAN
& DETAILS

REVISIONS

NOTE	DATE

DAS PROJECT NO.
9181.01

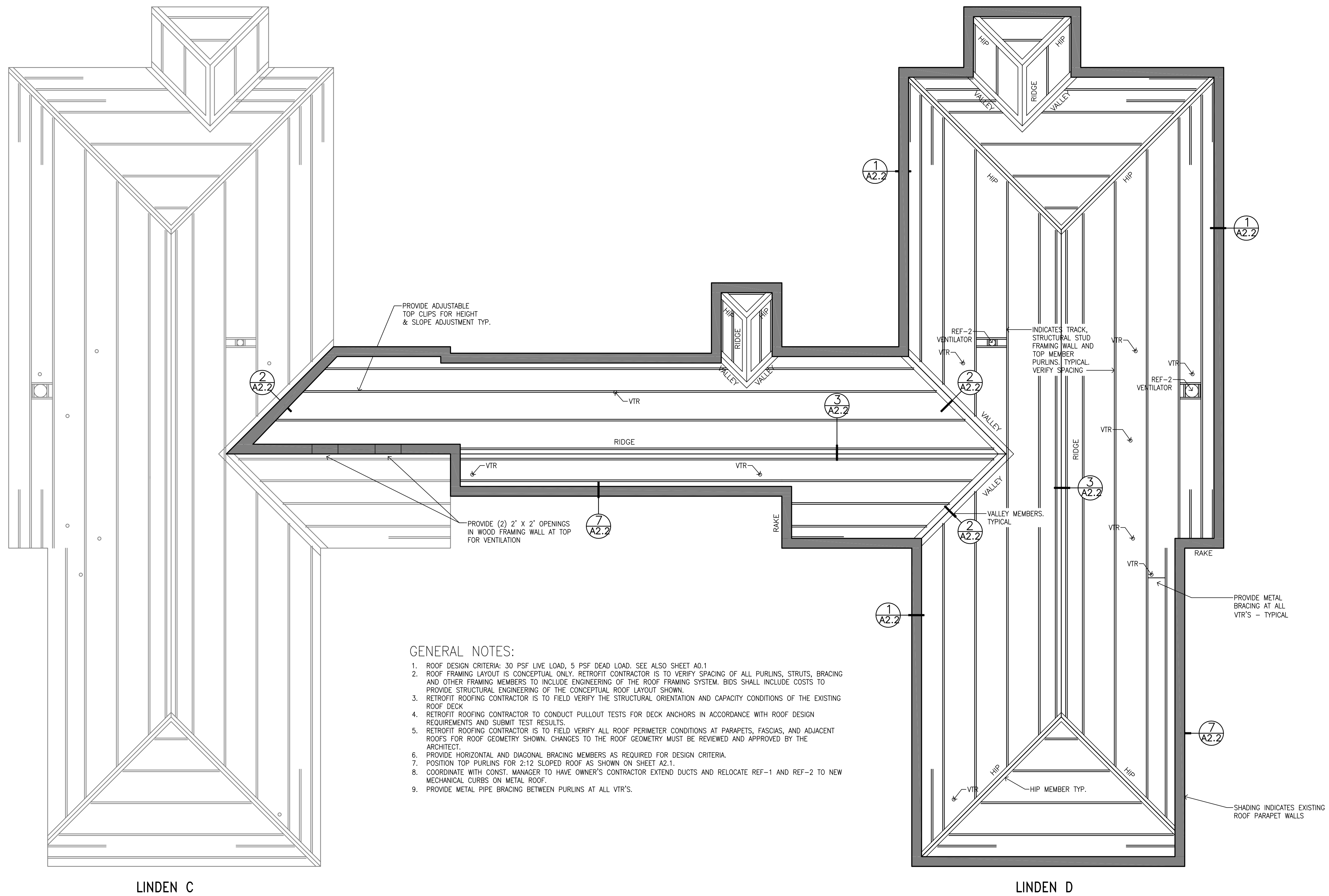
GENESIS PROJECT NO.
2013

ISSUE DATE
September 22, 2020

SHEET NUMBER

A1.0

3 OF: 8



GENERAL NOTES:

1. ROOF DESIGN CRITERIA: 30 PSF LIVE LOAD, 5 PSF DEAD LOAD. SEE ALSO SHEET A0.1
2. ROOF FRAMING LAYOUT IS CONCEPTUAL ONLY. RETROFIT CONTRACTOR IS TO VERIFY SPACING OF ALL PURLINS, STRUTS, BRACING AND OTHER FRAMING MEMBERS TO INCLUDE ENGINEERING OF THE ROOF FRAMING SYSTEM. BIDS SHALL INCLUDE COSTS TO PROVIDE STRUCTURAL ENGINEERING OF THE CONCEPTUAL ROOF LAYOUT SHOWN.
3. RETROFIT ROOFING CONTRACTOR IS TO FIELD VERIFY THE STRUCTURAL ORIENTATION AND CAPACITY CONDITIONS OF THE EXISTING ROOF DECK.
4. RETROFIT ROOFING CONTRACTOR TO CONDUCT PULLOUT TESTS FOR DECK ANCHORS IN ACCORDANCE WITH ROOF DESIGN REQUIREMENTS AND SUBMIT TEST RESULTS.
5. RETROFIT ROOFING CONTRACTOR IS TO FIELD VERIFY ALL ROOF PERIMETER CONDITIONS AT PARAPETS, FASCIAS, AND ADJACENT ROOFS FOR ROOF GEOMETRY SHOWN. CHANGES TO THE ROOF GEOMETRY MUST BE REVIEWED AND APPROVED BY THE ARCHITECT.
6. PROVIDE HORIZONTAL AND DIAGONAL BRACING MEMBERS AS REQUIRED FOR DESIGN CRITERIA.
7. POSITION TOP PURLINS FOR 2:12 SLOPED ROOF AS SHOWN ON SHEET A2.1.
8. COORDINATE WITH CONST. MANAGER TO HAVE OWNER'S CONTRACTOR EXTEND DUCTS AND RELOCATE REF-1 AND REF-2 TO NEW MECHANICAL CURBS ON METAL ROOF.
9. PROVIDE METAL PIPE BRACING BETWEEN PURLINS AT ALL VTR'S.

LINDEN C

LINDEN D



ROOF FRAMING PLAN - LINDEN C&D

SCALE: 1/8" = 1'-0"

939 OFFICE PARK RD., #101
WEST DES MOINES, IA 50265
TEL: 515-440-1681
FAX: 515-440-1687



DAS ROOFING REPAIRS
CONST. PACKAGE B
DAS Proj. # 9181.02
WRC LINDEN
STORM REPAIRS
WOODWARD RESOURCE CENTER

PROJECT TITLE

STORM DAMAGE ROOFING REPAIRS
WOODWARD RESOURCE CENTER
1251 334th Street
WOODWARD, IA 50276

SHEET CONTENTS

LINDEN
FRAMING PLAN

REVISIONS

NOTE	DATE

DAS PROJECT NO.
9181.02

GENESIS PROJECT NO.
2013

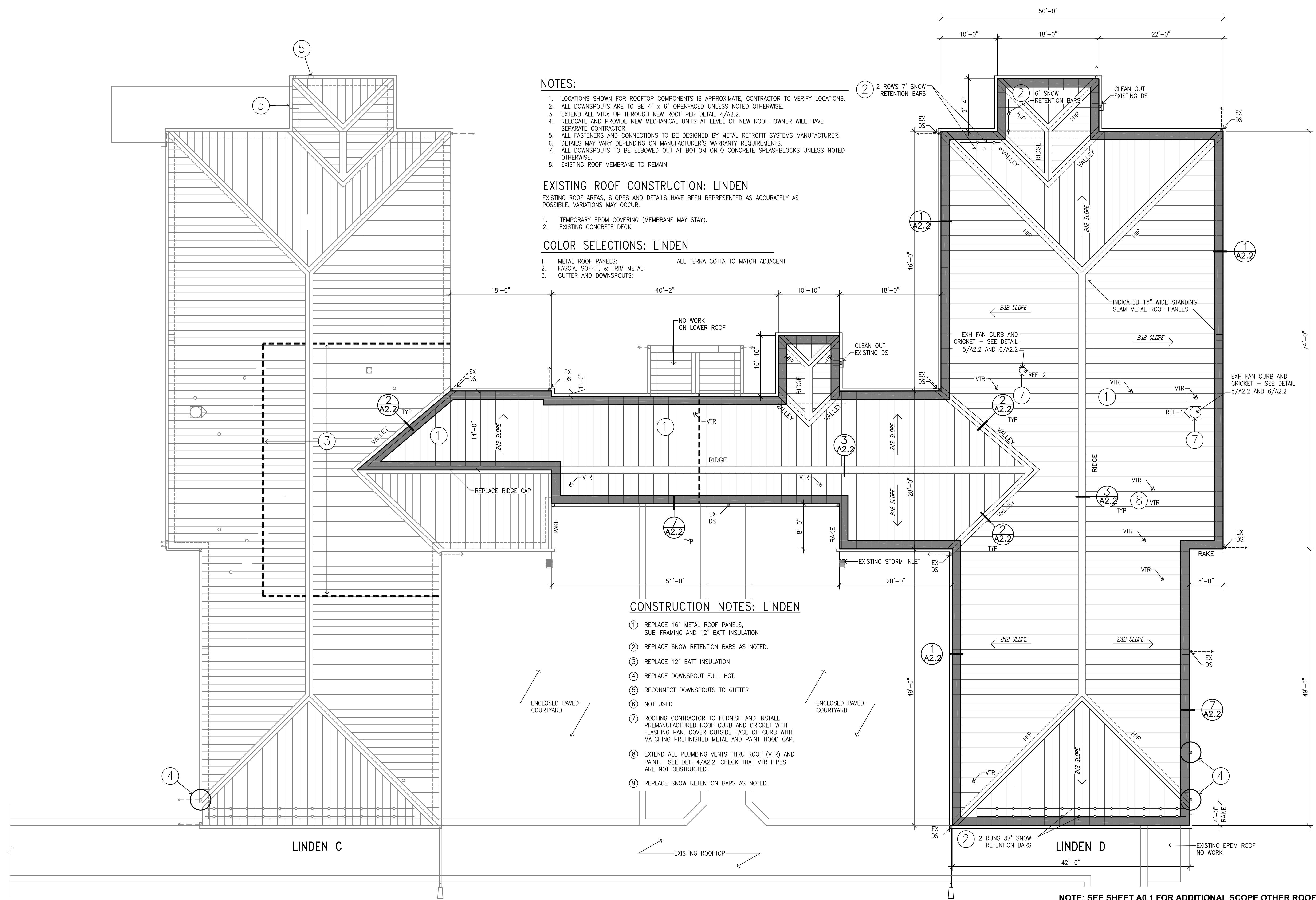
ISSUE DATE
September 22, 2020

SHEET NUMBER

A2.0

4 OF 8

REVISIONS	
NOTE	DATE



- NOTES:**
1. LOCATIONS SHOWN FOR ROOFTOP COMPONENTS IS APPROXIMATE, CONTRACTOR TO VERIFY LOCATIONS.
 2. ALL DOWNSPOUTS ARE TO BE 4" x 6" OPENFACED UNLESS NOTED OTHERWISE.
 3. EXTEND ALL VTRs UP THROUGH NEW ROOF PER DETAIL 4/A2.2.
 4. RELOCATE AND PROVIDE NEW MECHANICAL UNITS AT LEVEL OF NEW ROOF. OWNER WILL HAVE SEPARATE CONTRACTOR.
 5. ALL FASTENERS AND CONNECTIONS TO BE DESIGNED BY METAL RETROFIT SYSTEMS MANUFACTURER.
 6. DETAILS MAY VARY DEPENDING ON MANUFACTURER'S WARRANTY REQUIREMENTS.
 7. ALL DOWNSPOUTS TO BE ELBOWED OUT AT BOTTOM ONTO CONCRETE SPLASHBLOCKS UNLESS NOTED OTHERWISE.
 8. EXISTING ROOF MEMBRANE TO REMAIN

EXISTING ROOF CONSTRUCTION: LINDEN
 EXISTING ROOF AREAS, SLOPES AND DETAILS HAVE BEEN REPRESENTED AS ACCURATELY AS POSSIBLE. VARIATIONS MAY OCCUR.

1. TEMPORARY EPDM COVERING (MEMBRANE MAY STAY).
2. EXISTING CONCRETE DECK

COLOR SELECTIONS: LINDEN

1. METAL ROOF PANELS: ALL TERRA COTTA TO MATCH ADJACENT
2. FASCIA, SOFFIT, & TRIM METAL:
3. GUTTER AND DOWNSPOUTS:

CONSTRUCTION NOTES: LINDEN

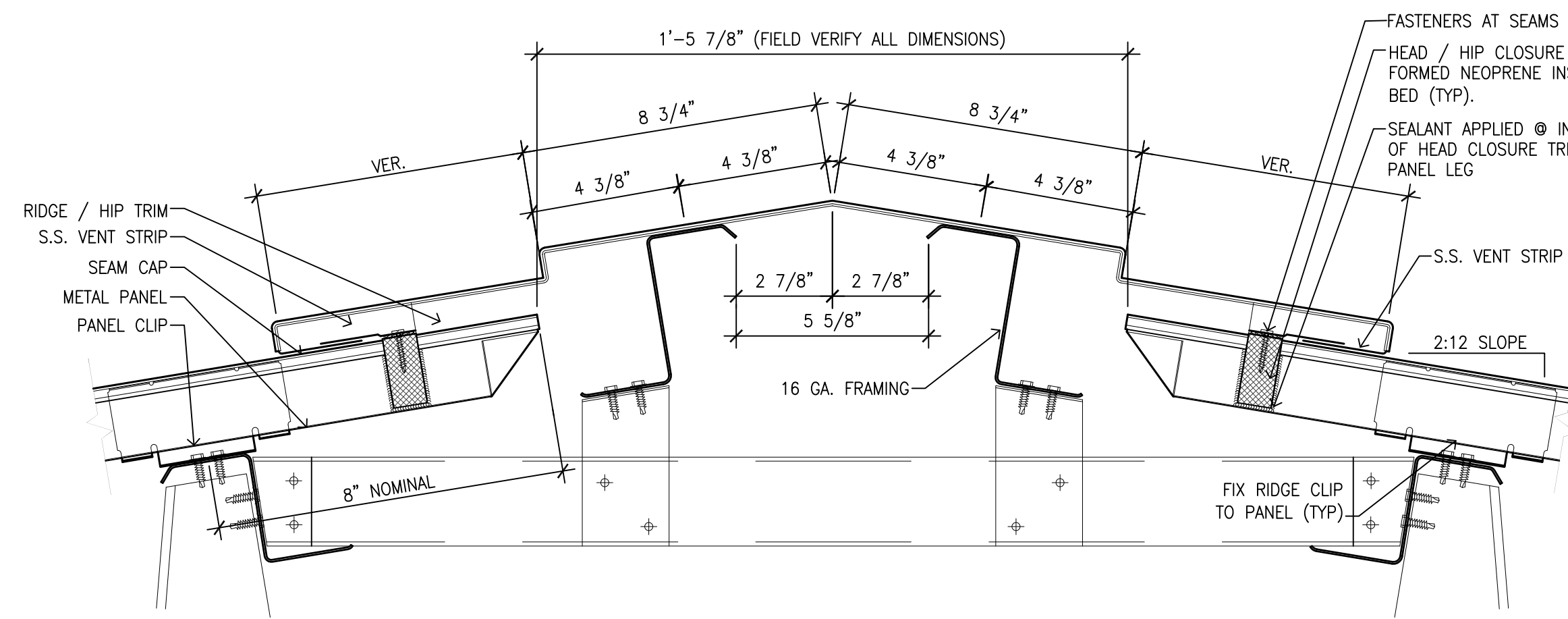
- 1 REPLACE 16" METAL ROOF PANELS, SUB-FRAMING AND 12" BATT INSULATION
- 2 REPLACE SNOW RETENTION BARS AS NOTED.
- 3 REPLACE 12" BATT INSULATION
- 4 REPLACE DOWNSPOUT FULL HGT.
- 5 RECONNECT DOWNSPOUTS TO GUTTER
- 6 NOT USED
- 7 ROOFING CONTRACTOR TO FURNISH AND INSTALL PREMANUFACTURED ROOF CURB AND CRICKET WITH FLASHING PAN. COVER OUTSIDE FACE OF CURB WITH MATCHING PREFINISHED METAL AND PAINT HOOD CAP.
- 8 EXTEND ALL PLUMBING VENTS THRU ROOF (VTR) AND PAINT. SEE DET. 4/A2.2. CHECK THAT VTR PIPES ARE NOT OBSTRUCTED.
- 9 REPLACE SNOW RETENTION BARS AS NOTED.



ROOF PLAN - LINDEN
 SCALE: 1/8" = 1'-0"

APPROX AREA = 7,885 SF

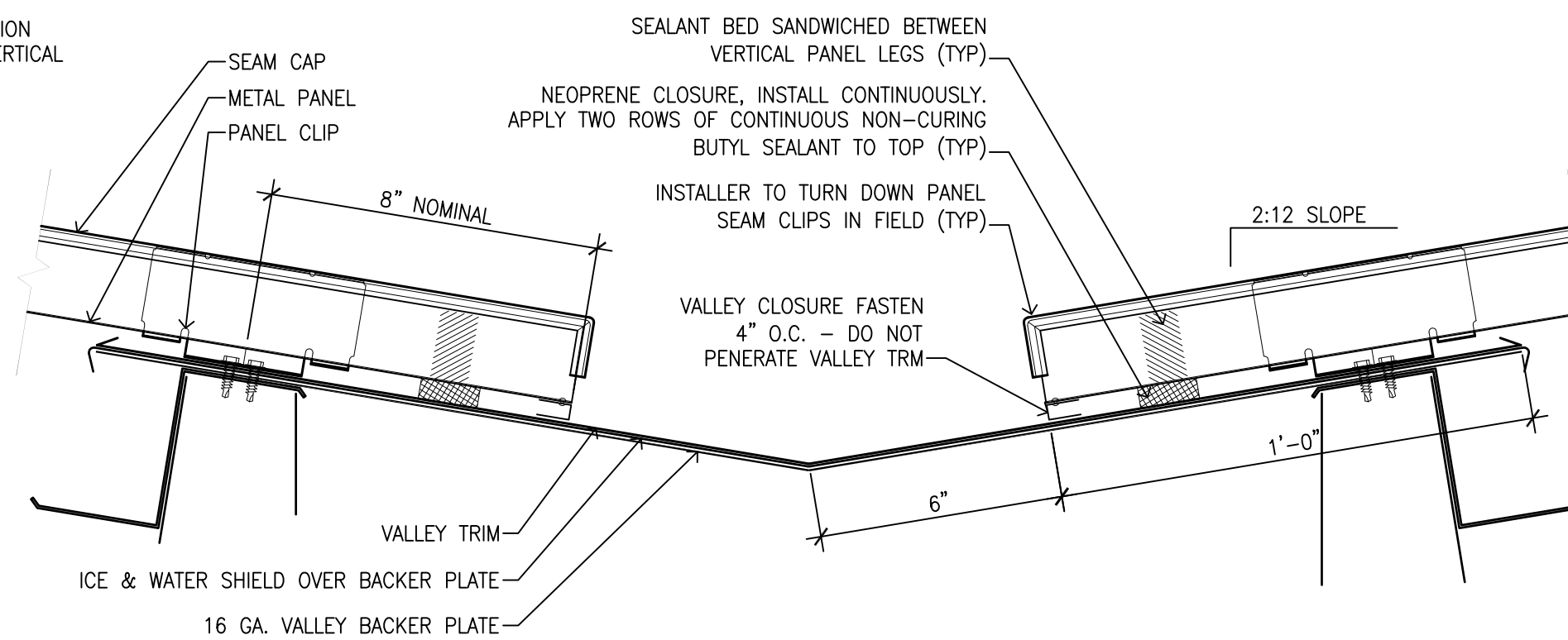
NOTE: SEE SHEET A0.1 FOR ADDITIONAL SCOPE OTHER ROOFS



FIXED VENTED RIDGE DETAIL

SCALE: 3" = 1'-0"

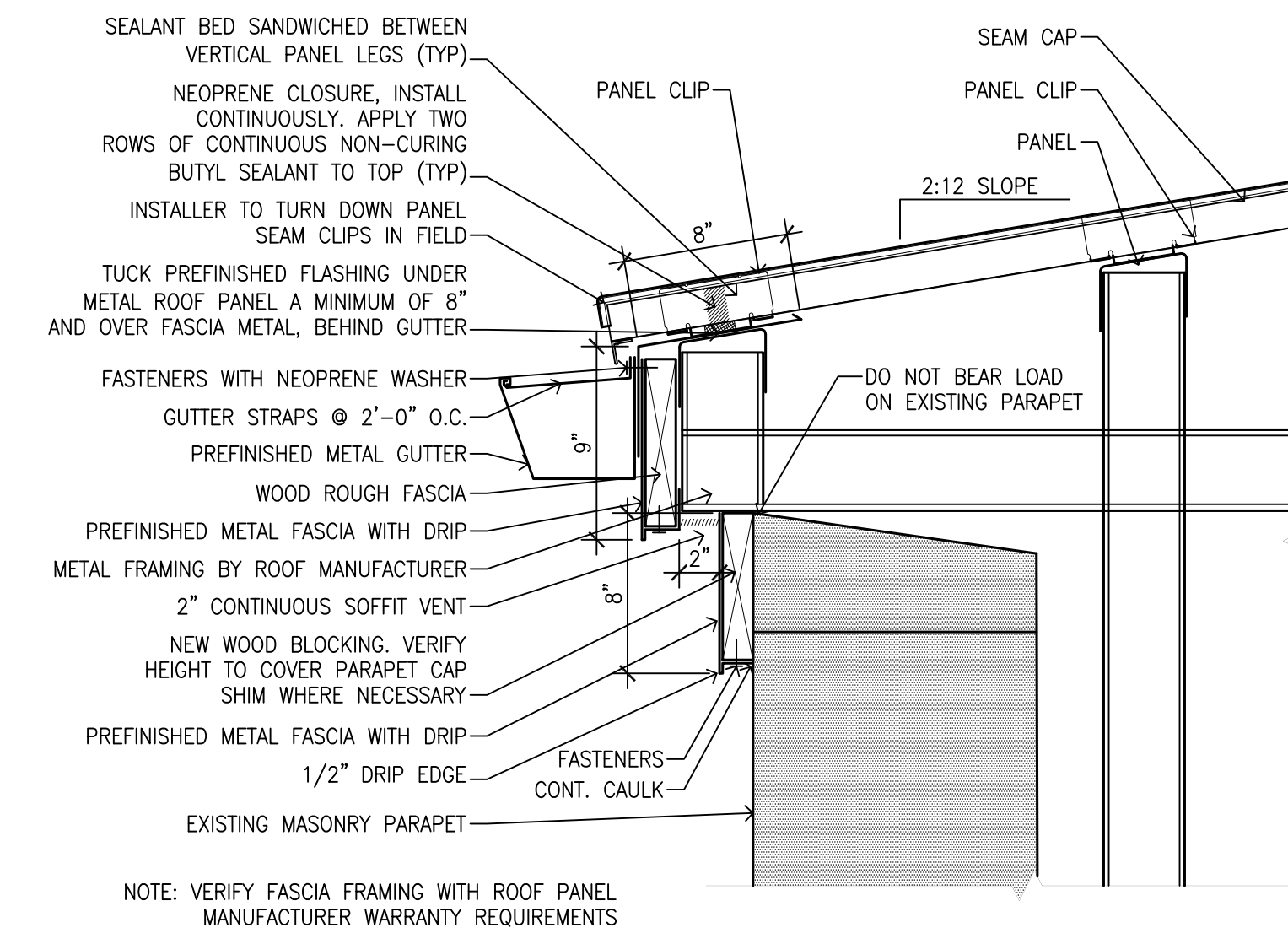
3
A2.2



TYPICAL VALLEY DETAIL

SCALE: 3" = 1'-0"

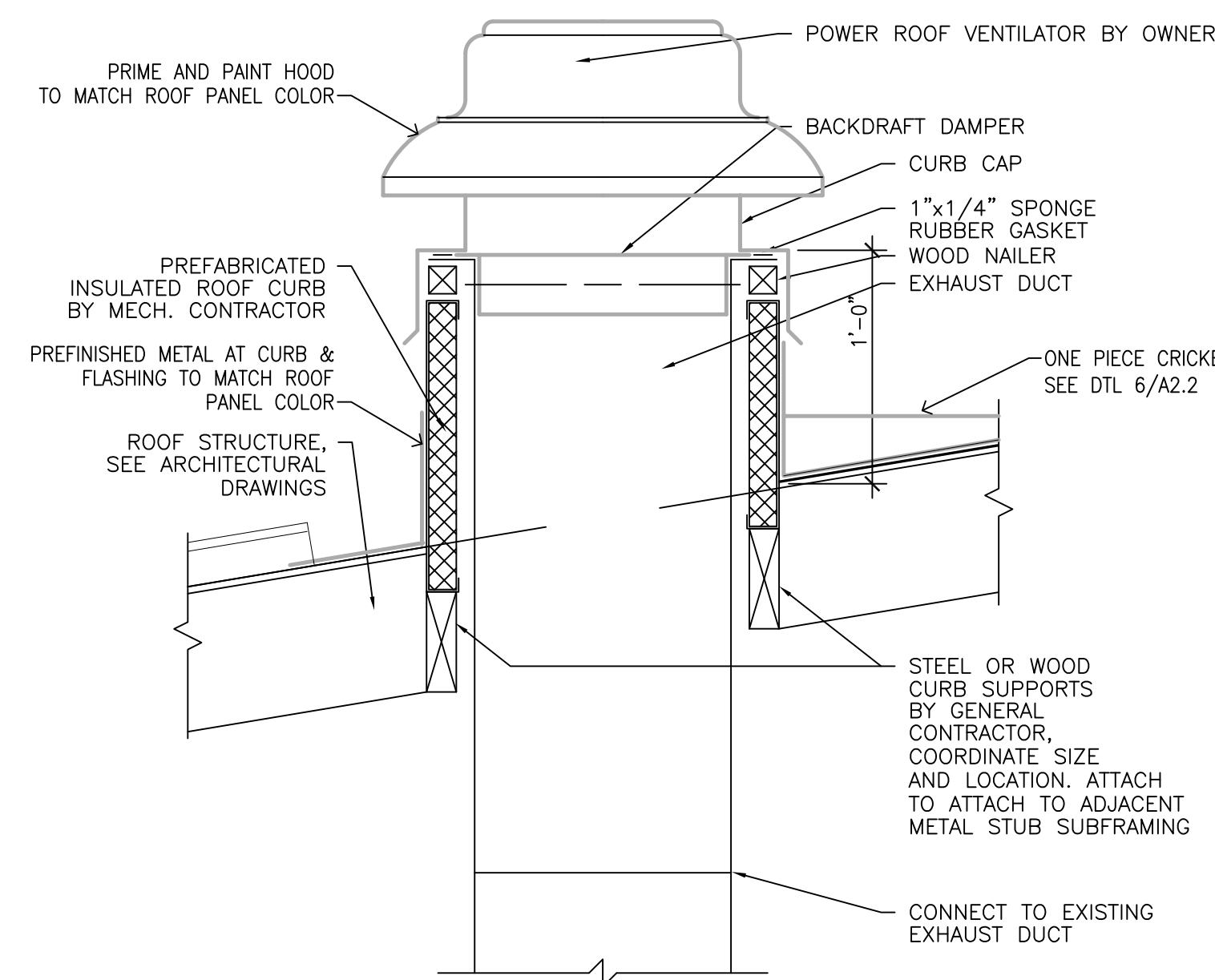
2
A2.2



FASCIA DETAIL

SCALE: 1-1/2" = 1'-0"

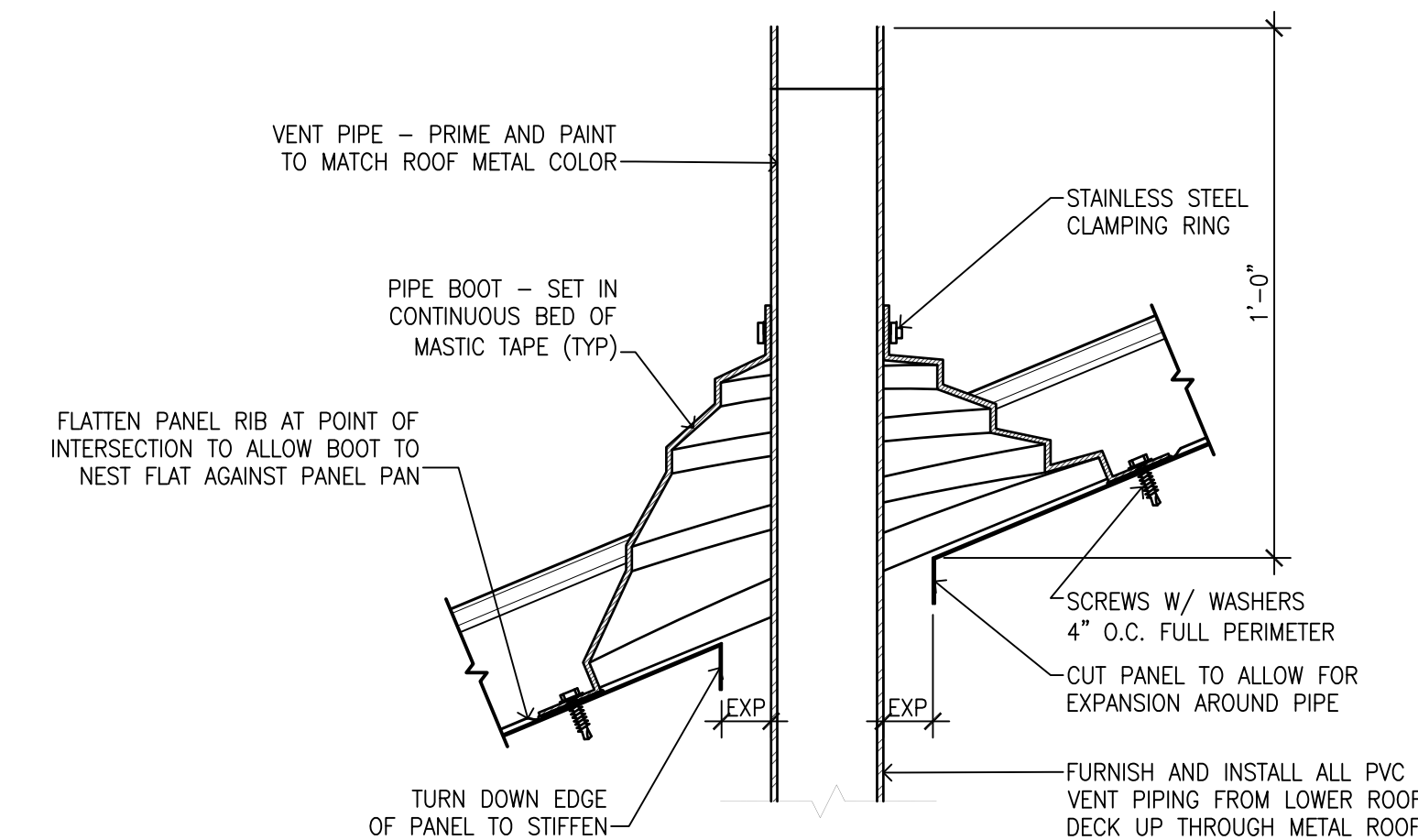
1
A2.2



ROOF EXHAUST FAN CURB DETAIL

SCALE: 1-1/2" = 1'-0"

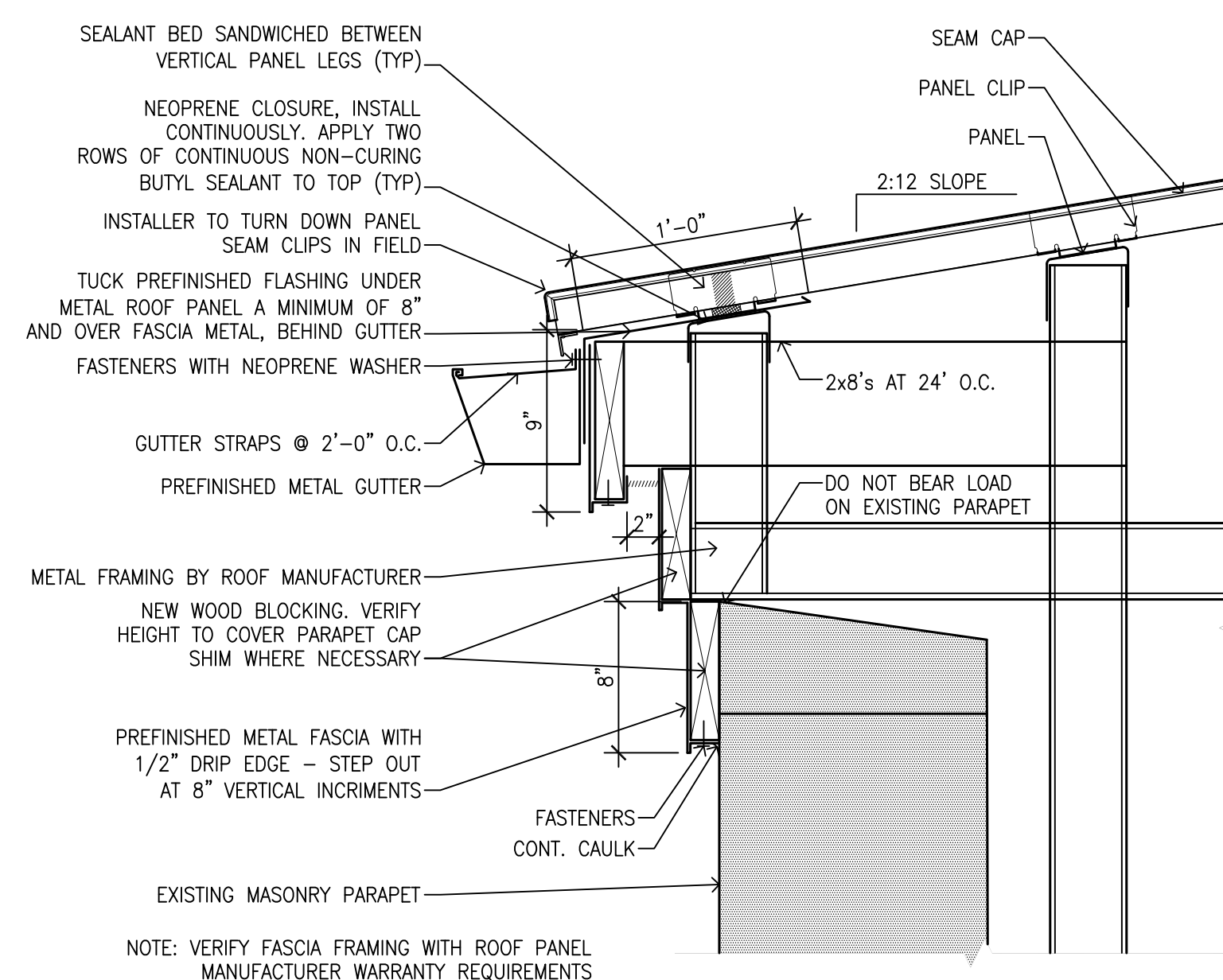
5
A2.2



VTR FLASHING DETAIL

SCALE: 3" = 1'-0"

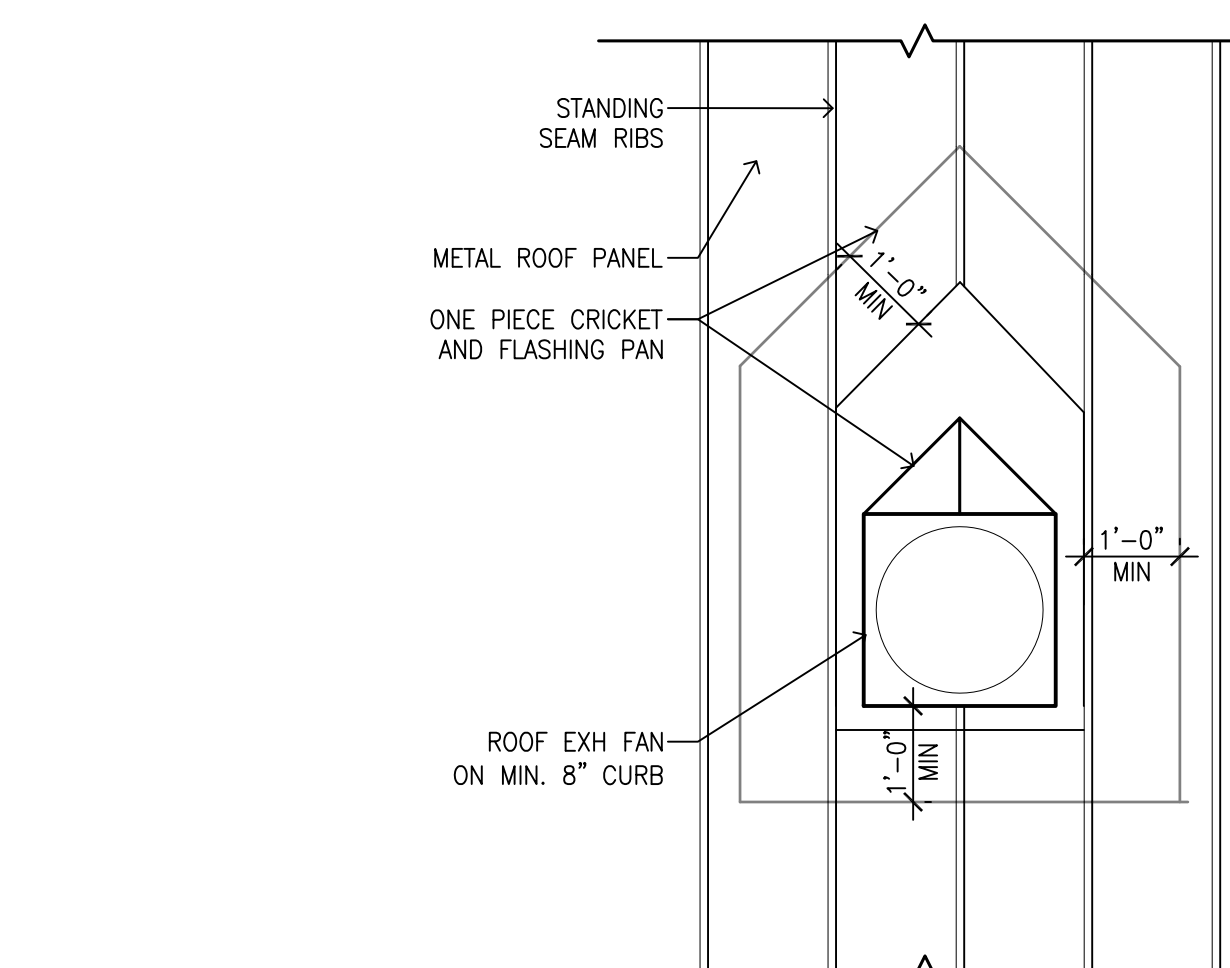
4
A2.2



FASCIA DETAIL

SCALE: 1-1/2" = 1'-0"

7
A2.2



CRICKET DETAIL

SCALE: 1/2" = 1'-0"

6
A2.2

939 OFFICE PARK RD., #101
WEST DES MOINES, IA 50265
TEL: 515-440-1681
FAX: 515-440-1687

GENESIS
ARCHITECTURAL DESIGN

DAS ROOFING REPAIRS
CONST. PACKAGE B
DAS Proj. # 9181.02
WRC LINDEN
STORM REPAIRS
WOODWARD RESOURCE CENTER

PROJECT TITLE

STORM DAMAGE ROOFING REPAIRS
WOODWARD RESOURCE CENTER
1251 334th Street
WOODWARD, IA 50276

SHEET CONTENTS

DETAILS

REVISIONS	
NOTE	DATE

DAS PROJECT NO.
9181.02

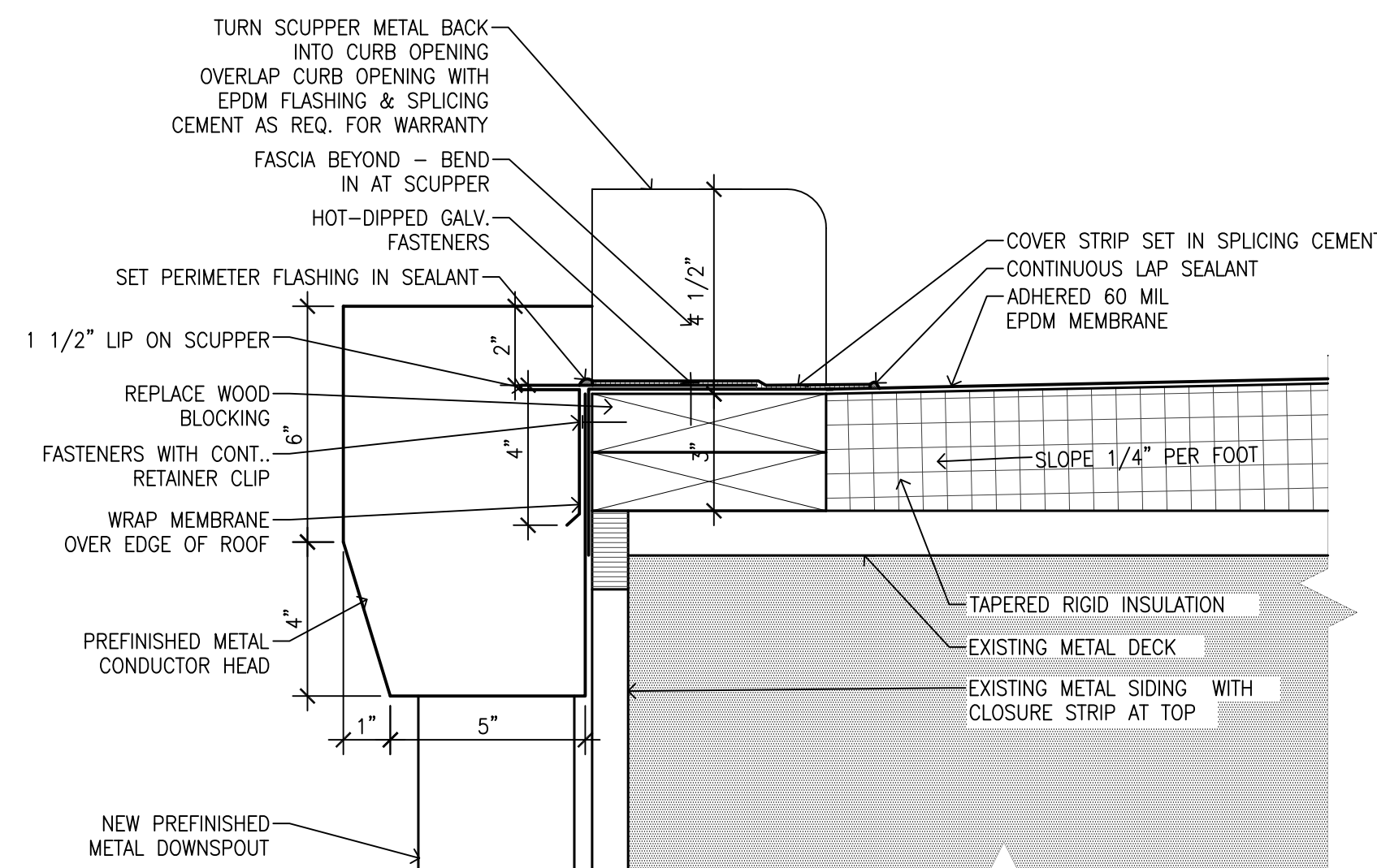
GENESIS PROJECT NO.
2013

ISSUE DATE
September 22, 2020

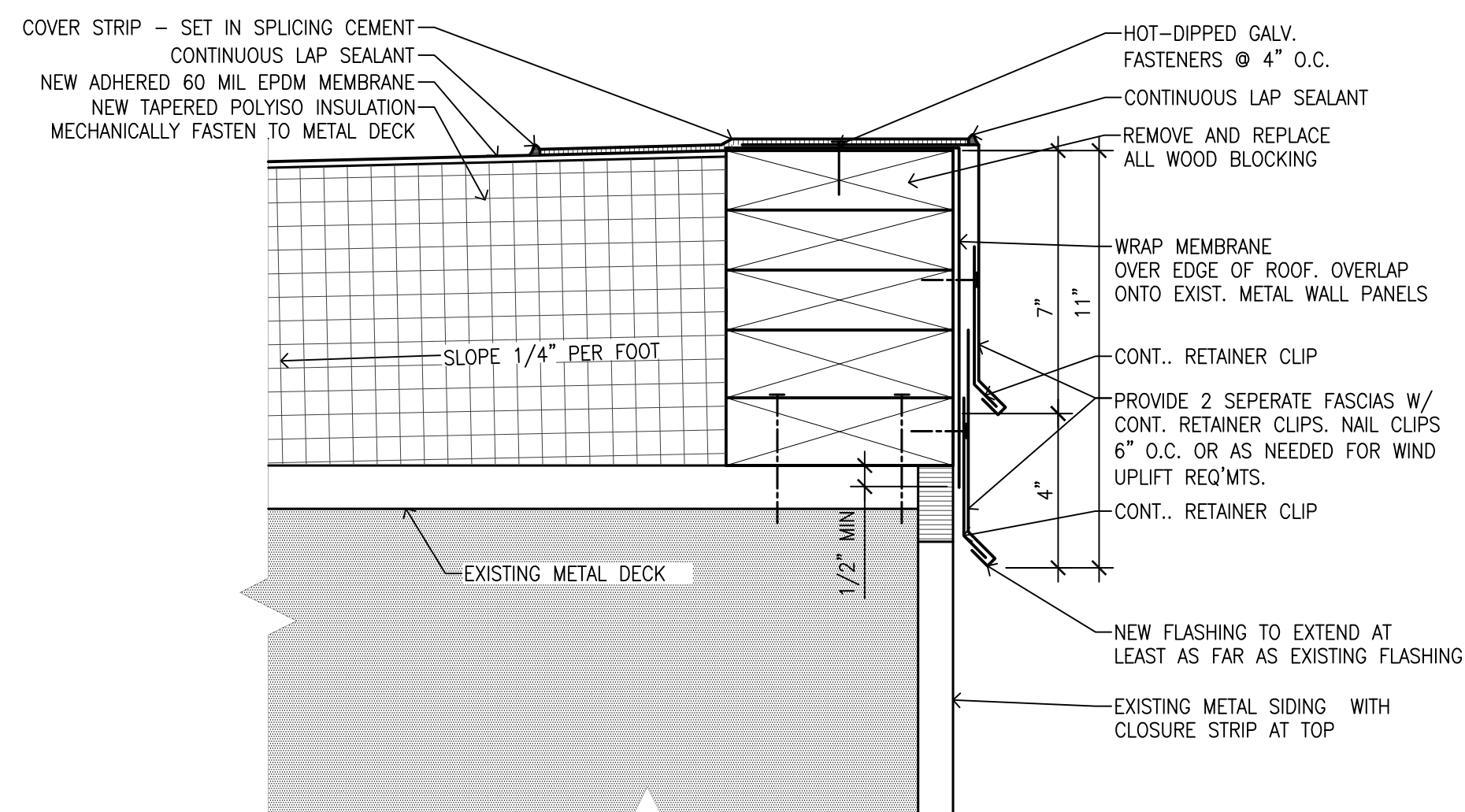
SHEET NUMBER

A2.2

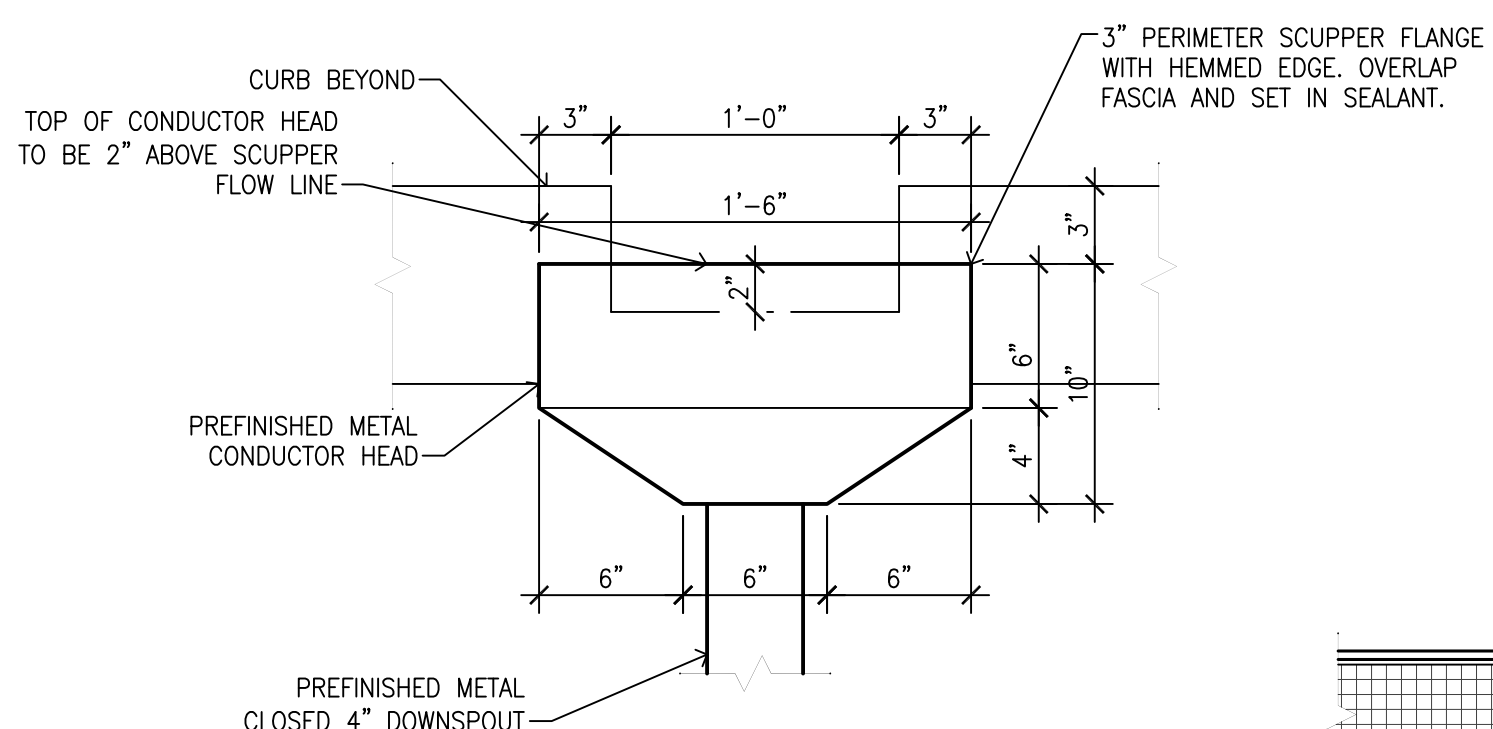
6 OF: 8



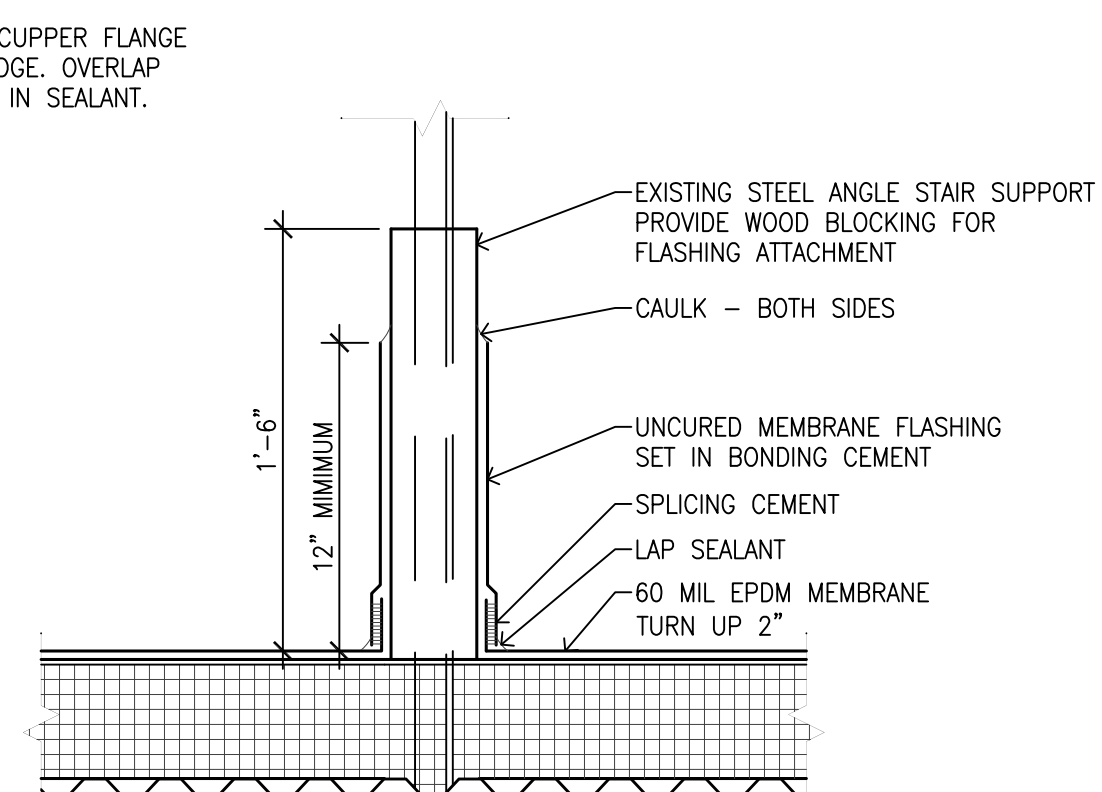
ROOF EDGE / CONDUCTOR HEAD DETAIL 2
SCALE: 3 = 1'-0" A3.0



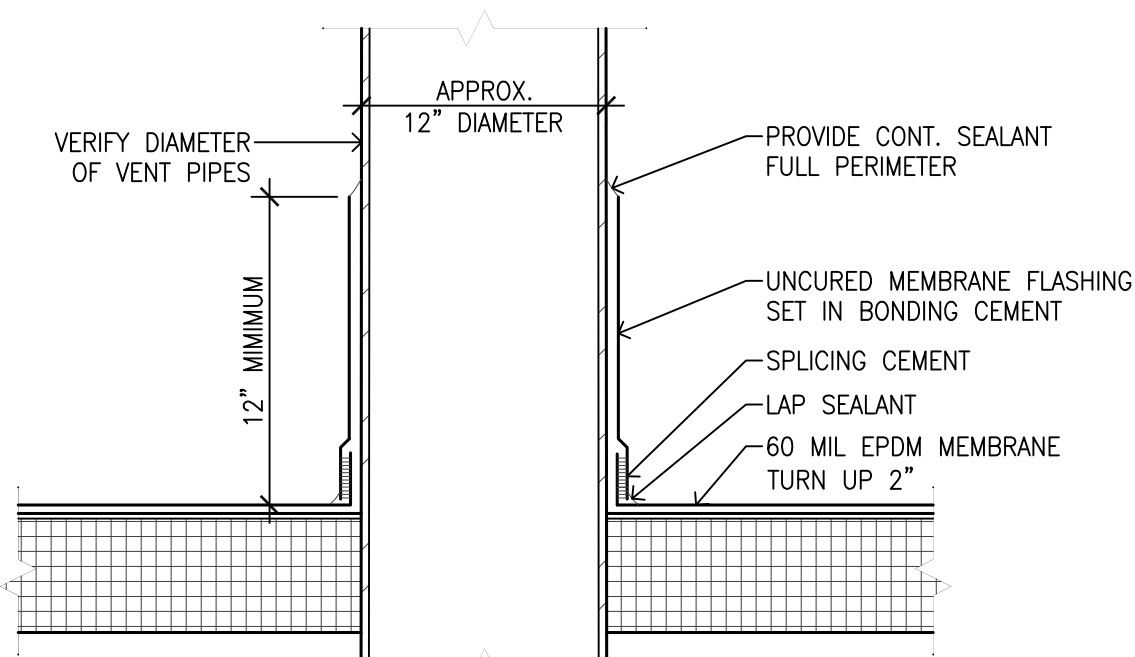
ROOF EDGE DETAIL 1
SCALE: 3 = 1'-0" A3.0



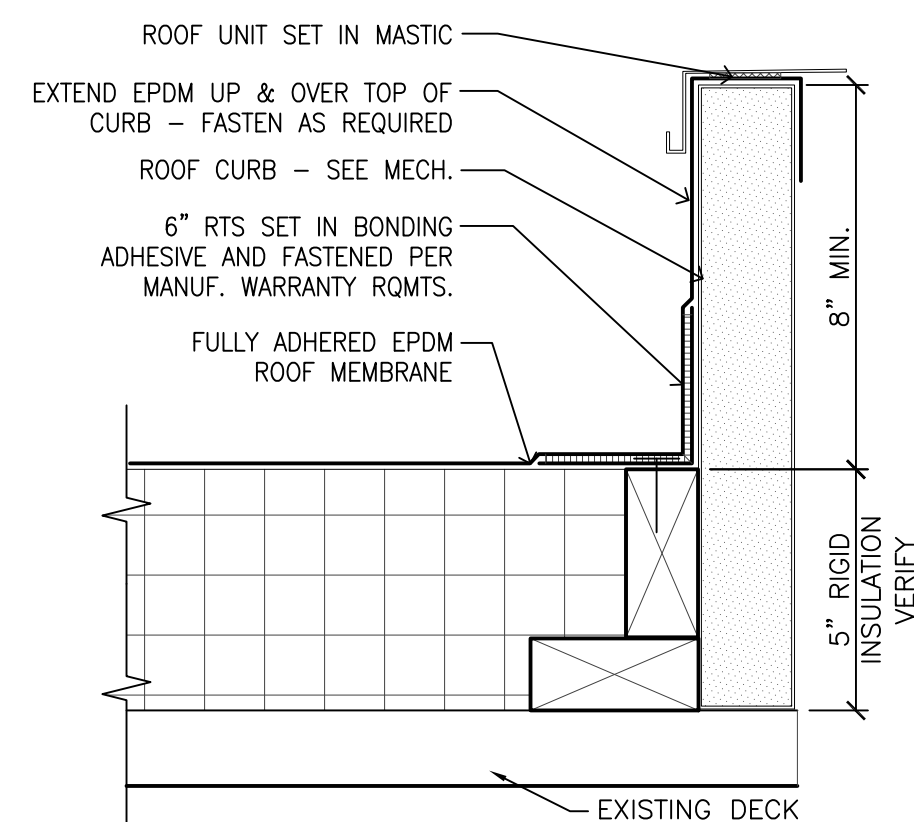
CONDUCTOR HEAD DETAIL 5
SCALE: 1 1/2" = 1'-0" A3.0



WRAPPED STAIR SUPPORT DETAIL 4
SCALE: 1 1/2" = 1'-0" A3.0



ROOF PENETRATION DETAIL 3
SCALE: 1 1/2" = 1'-0" A3.0



MECH. CURB DETAIL 6
SCALE: 3 = 1'-0" A3.0

GENERAL NOTES:

1. REMOVE AND DISPOSE OFF SITE ALL DEMOLISHED MATERIALS
2. CONTRACTOR TO REMOVE ALL EXISTING WOOD CURBS.
3. CONTRACTOR TO VERIFY ALL DIMENSIONS AND QUANTITIES.
4. SF QUANTITIES ARE ESTIMATES ONLY. CONTRACTOR TO FIELD VERIFY ACTUAL SF.
5. DETAILS MAY VARY FROM ROOF MANUF. REQUIREMENTS. CONTRACTOR TO COORDINATE ANY DIFFERENCES.
6. CONTRACTOR TO COORDINATE SCHEDULE, INSTALLATION, MATERIAL & EQUIPMENT STAGING AND SITE ACCESS WITH OWNER'S CONSTRUCTION MANAGER.

NEW ROOF CONSTRUCTION: POWERHOUSE

1. FULLY ADHERED 60 MIL EPDM
2. FULLY ADHERED TAPERED POLYISO. RIGID INSULATION
3. EXIST. METAL DECK

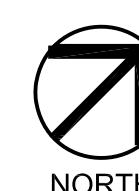
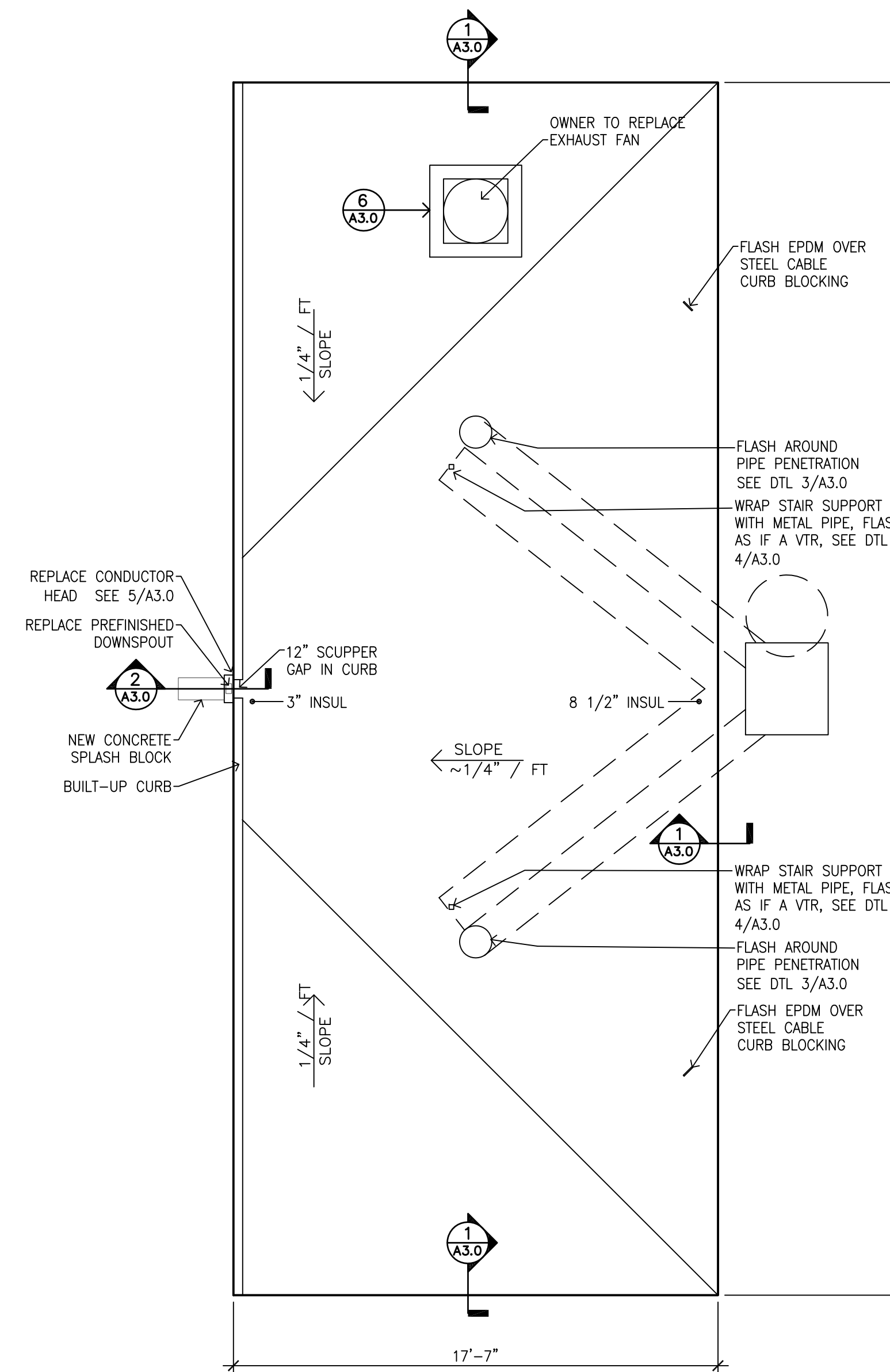
EXISTING ROOF CONSTRUCTION: POWERHOUSE

EXISTING ROOF AREAS, SLOPES AND DETAILS HAVE BEEN REPRESENTED AS ACCURATELY AS POSSIBLE. VARIATIONS MAY OCCUR.

1. EPDM
2. TAPERED RIGID INSULATION
3. METAL DECKING

COLOR SELECTIONS: POWERHOUSE

1. PREFINISHED METAL: WHITE
2. CONDUCTORHEADS & DOWNSPOUTS: WHITE



ROOF PLAN - POWER HOUSE

SCALE: 1/8" = 1'-0"

APPROX. AREA = 780 sf

939 OFFICE PARK RD., #101
WEST DES MOINES, IA 50265
TEL: 515-440-1681
FAX: 515-440-1687



DAS ROOFING REPAIRS
CONST. PACKAGE C
DAS Proj. # 9181.03
WRPC POWERHOUSE
STORM REPAIRS
WOODWARD RESOURCE CENTER

PROJECT TITLE

STORM DAMAGE ROOFING REPAIRS
WOODWARD RESOURCE CENTER
1251 334th Street
WOODWARD, IA 50276

SHEET CONTENTS

ROOF PLANS
POWERHOUSE

REVISIONS

NOTE	DATE

DAS PROJECT NO.
9181.03

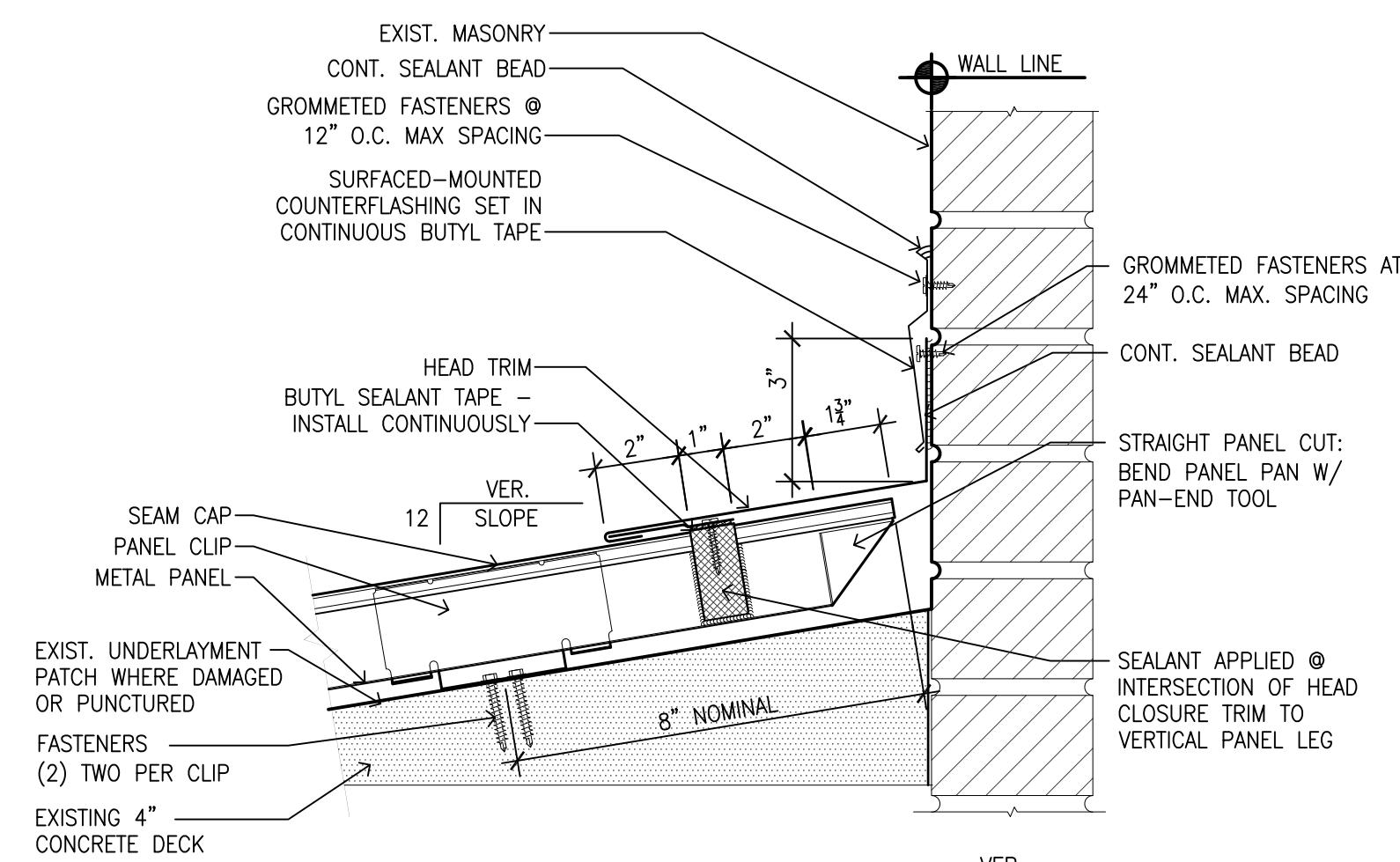
GENESIS PROJECT NO.
2013

ISSUE DATE
September 22, 2020

SHEET NUMBER

A3.0

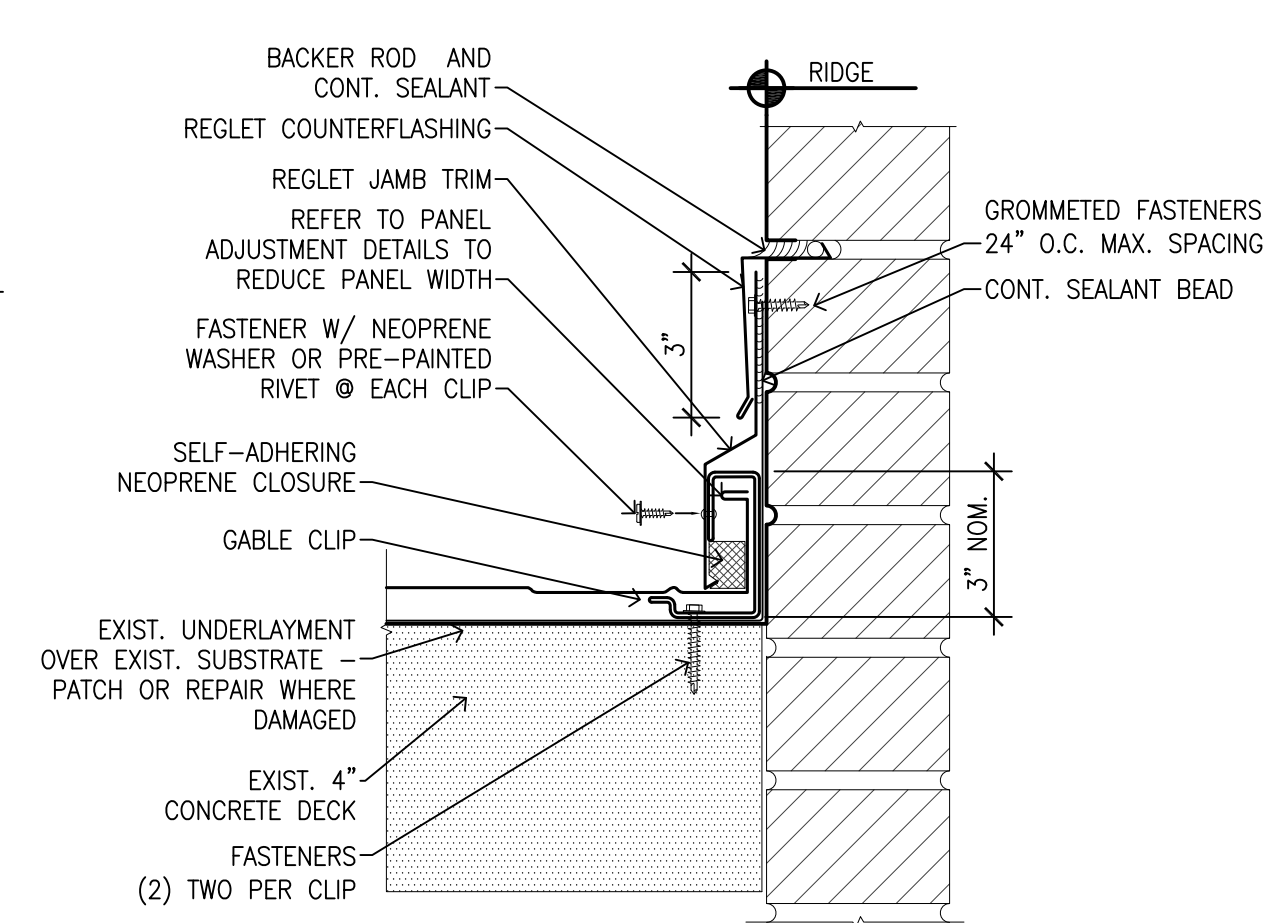
7 OF: 8



FIXED HEAD DETAIL

SCALE: 3" = 1'-0"

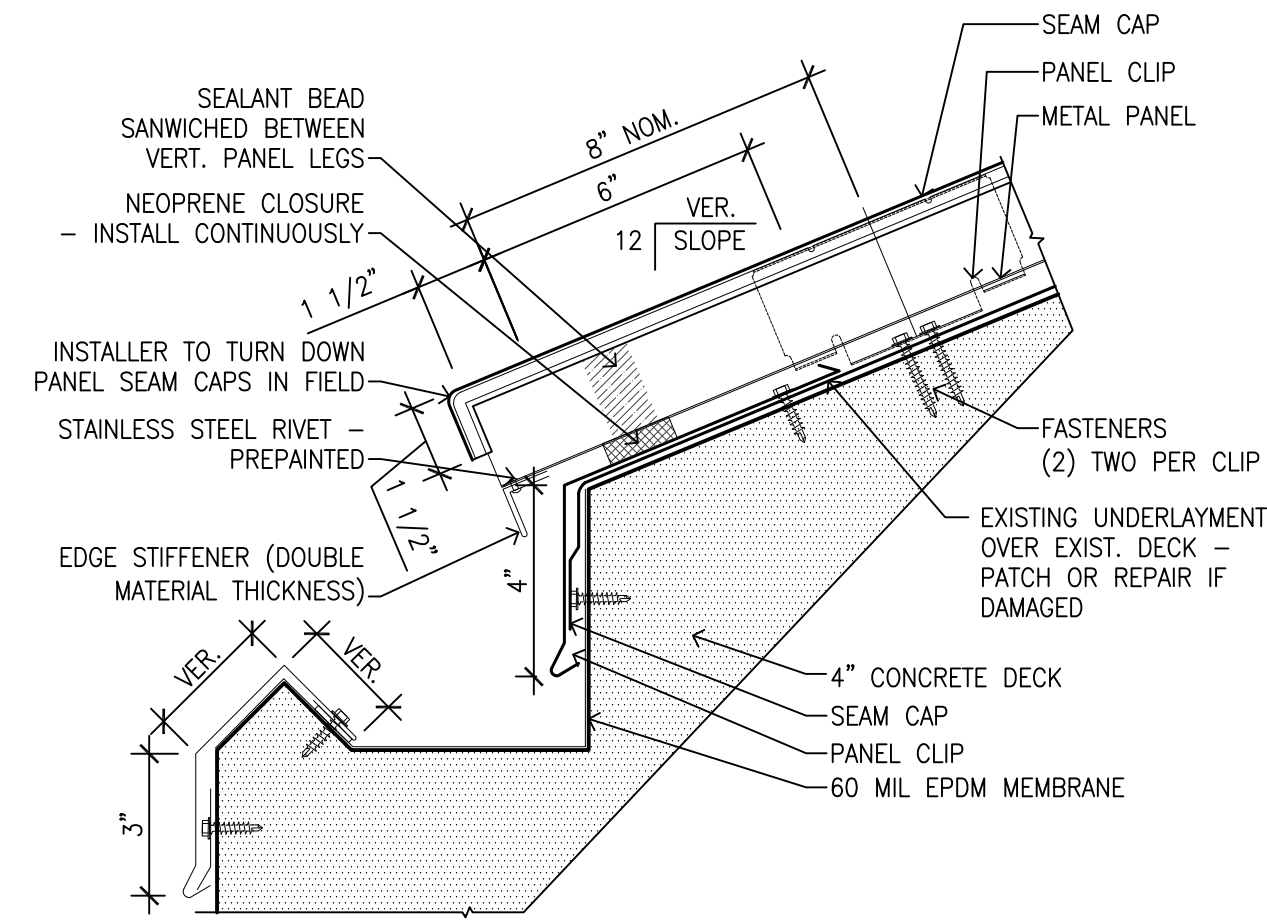
4
A4.0



SLOPING JAMB DETAIL

SCALE: 3" = 1'-0"

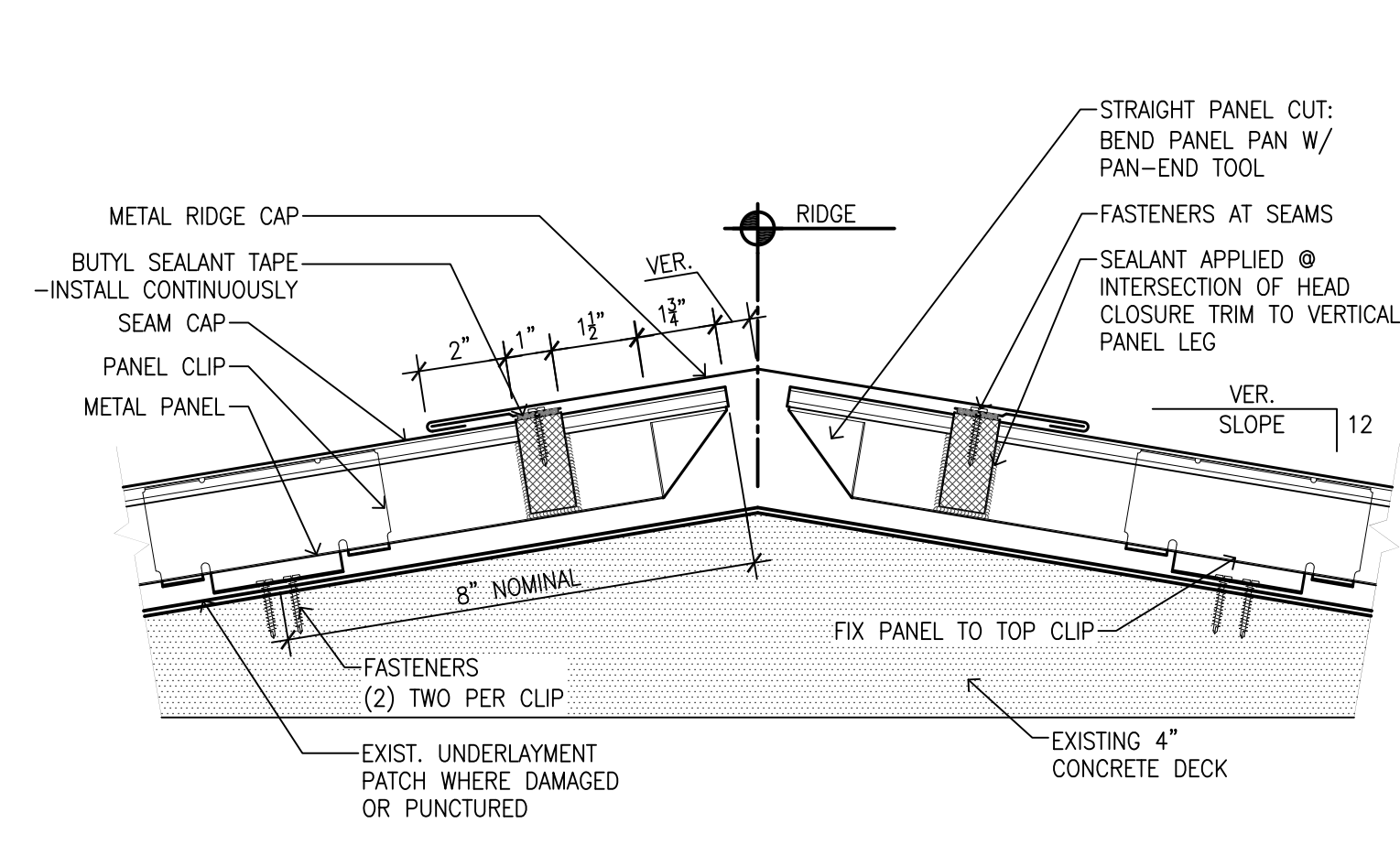
3
A4.0



EXPANDING EAVE DETAIL

SCALE: 3" = 1'-0"

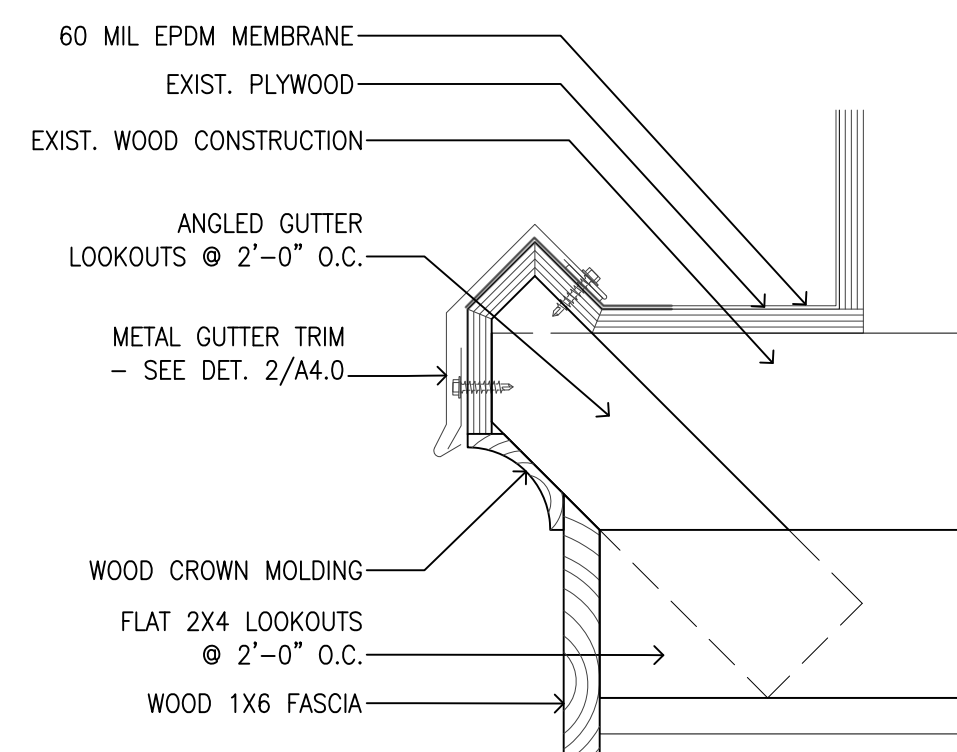
2
A4.0



FIXED RIDGE DETAIL

SCALE: 3" = 1'-0"

1
A4.0



BUILT-IN GUTTER DETAIL

SCALE: 3" = 1'-0"

5
A4.0

CONSTRUCTION KEY NOTES:

- ① REMOVE AND REPLACE 16" METAL ROOF PANELS
- ② REPLACE METAL RIDGE CAP - SEE DET. 1/A4.0
- ③ REMOVE & REINSTALL HAT VENT
- ④ REPAIR BUILT-IN GUTTER WOOD FRAMING - BLF
- ⑤ REPLACE 16LF WOOD FASCIA AND COVE TRIM (FULL LENGTH). PRIME & PAINT. REPAIR 1X6 WOOD GUTTER BOARDS AND CROWN MOLD LOOKOUTS BLF AREA. PRIME AND PAINT FASCIA AND CROWN MOLD FULL LENGTH EAST SIDE - SEE DET. 5/A4.0
- ⑥ REPLACE WHITE METAL GUTTER FASCIA TRIM APPROX. 25LF - SIM TO DET. 3/A4.0
- ⑦ REPAIR EPDM IN GUTTER AT REPAIR AREA (BLF) AND AT 2 DOWNSPOUTS

NEW ROOF CONSTRUCTION:

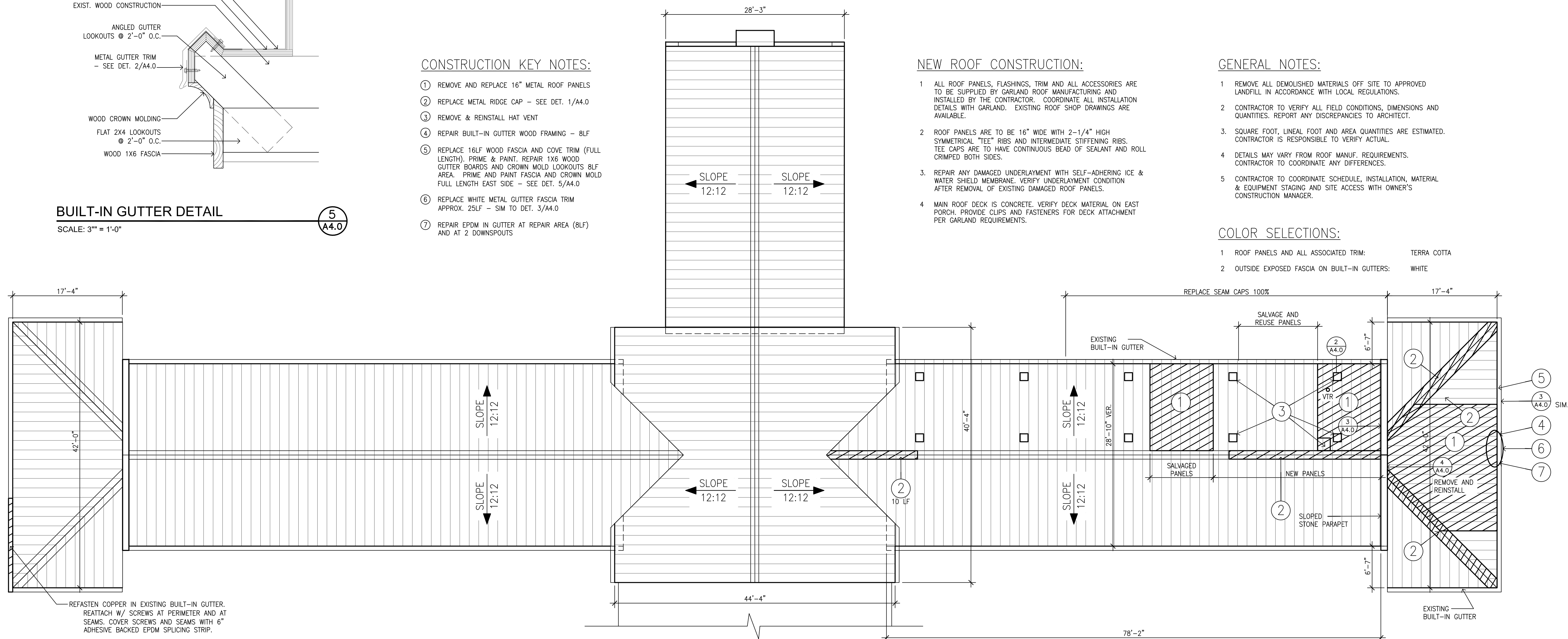
- 1 ALL ROOF PANELS, FLASHINGS, TRIM AND ALL ACCESSORIES ARE TO BE SUPPLIED BY GARLAND ROOF MANUFACTURING AND INSTALLED BY THE CONTRACTOR. COORDINATE ALL INSTALLATION DETAILS WITH GARLAND. EXISTING ROOF SHOP DRAWINGS ARE AVAILABLE.
- 2 ROOF PANELS ARE TO BE 16" WIDE WITH 2-1/4" HIGH SYMMETRICAL "TEE" RIBS AND INTERMEDIATE STIFFENING RIBS. TEE CAPS ARE TO HAVE CONTINUOUS BEAD OF SEALANT AND ROLL CRIMPED BOTH SIDES.
- 3 REPAIR ANY DAMAGED UNDERLAYMENT WITH SELF-ADHERING ICE & WATER SHIELD MEMBRANE. VERIFY UNDERLAYMENT CONDITION AFTER REMOVAL OF EXISTING DAMAGED ROOF PANELS.
- 4 MAIN ROOF DECK IS CONCRETE. VERIFY DECK MATERIAL ON EAST PORCH. PROVIDE CLIPS AND FASTENERS FOR DECK ATTACHMENT PER GARLAND REQUIREMENTS.

GENERAL NOTES:

- 1 REMOVE ALL DEMOLISHED MATERIALS OFF SITE TO APPROVED LANDFILL IN ACCORDANCE WITH LOCAL REGULATIONS.
- 2 CONTRACTOR TO VERIFY ALL FIELD CONDITIONS, DIMENSIONS AND QUANTITIES. REPORT ANY DISCREPANCIES TO ARCHITECT.
- 3 SQUARE FOOT, LINEAL FOOT AND AREA QUANTITIES ARE ESTIMATED. CONTRACTOR IS RESPONSIBLE TO VERIFY ACTUAL.
- 4 DETAILS MAY VARY FROM ROOF MANUF. REQUIREMENTS. CONTRACTOR TO COORDINATE ANY DIFFERENCES.
- 5 CONTRACTOR TO COORDINATE SCHEDULE, INSTALLATION, MATERIAL & EQUIPMENT STAGING AND SITE ACCESS WITH OWNER'S CONSTRUCTION MANAGER.

COLOR SELECTIONS:

- 1 ROOF PANELS AND ALL ASSOCIATED TRIM: TERRA COTTA
- 2 OUTSIDE EXPOSED FASCIA ON BUILT-IN GUTTERS: WHITE



NOTE: SEE SHEET A0.1 FOR ADDITIONAL SCOPE OTHER ROOFS



ROOF PLAN - MEDICAL CENTER

SCALE: 1/8" = 1'-0"

939 OFFICE PARK RD., #101
WEST DES MOINES, IA 50265
TEL: 515-440-1681
FAX: 515-440-1687



DAS ROOFING REPAIRS
CONST. PACKAGE D
DAS Proj. # 9181.04
WRC MED CENTER
STORM REPAIRS
WOODWARD RESOURCE CENTER

PROJECT TITLE

STORM DAMAGE ROOFING REPAIRS
WOODWARD RESOURCE CENTER
1251 334th Street
WOODWARD, IA 50276

SHEET CONTENTS

ROOF PLANS
MED CENTER

REVISIONS

NOTE	DATE

DAS PROJECT NO.

GENESIS PROJECT NO.
2013

ISSUE DATE
September 22, 2020

SHEET NUMBER

A4.0

8 OF: 8



9/22/2020

To: Black Hawk Roofing
From: Story Construction
Subject: RFQ #9181.01&.03-00 DHS WRC 2020 Storm Damage EPDM Roofing Repairs

Request for Quote

The State of Iowa is requesting a quote for complete roof replacement of two buildings at the Woodward Resource Center. See Exhibit B for additional detail.

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.

The WORK REQUIREMENTS shall be completed no later than December 31, 2020.

The Project is located at 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 25, 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 project warranty from the date of substantial completion and any additional warranties required in the Exhibit D Technical Specifications.

Respondent must provide a Performance and Payment Bond in accordance with Section 10.8 of Consensus 802 Agreement.

See sample Certificate of Insurance attached as Exhibit E for required limits, additional insured requirements, and waiver of subrogation.

Attachments:

- Exhibit A Pricing Form**
- Exhibit B Scope of Work**
- Exhibit C Facility Work Requirements**
- Exhibit D Technical Specifications**
- Exhibit E Sample Certificate of Insurance**

Exhibit A Pricing Form
DHS WRC Storm Damage EPDM Roofing Repairs
Woodward Resource Center

Due FRIDAY, SEPTEMBER 25, 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 Storm Damage EPDM Roofing Repairs

Birches Roof Replacement (Labor and Material(s)) Lump Sum \$ _____

Powerhouse Roof Replacement (Labor and Material(s)) Lump Sum \$ _____

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 Storm Damage EPDM Roofing Repairs
Woodward Resource Center

Due FRIDAY, SEPTEMBER 25, 2020 AT 2:00p.m. (CT)

SCOPE OF WORK

Drawing Sheets: A0.0, A0.1, A1.0, A3.0 titled STORM DAMAGE ROOFING REPAIRS dated 09/22/2020.

Specifications: All specifications titled STORM DAMAGE ROOFING REPAIRS except metal roofing section Dated 09/22/2020 in Exhibit D.

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 in 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 Storm Damage Roofing Repairs
Woodward Resource Center

Due FRIDAY, SEPTEMBER 25, 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. All State properties are tobacco free. No smoking will be permitted or tolerated on campus unless in designated areas.
4. Contractors are permitted access only to the work site and no other area of the Resource Center.
5. No drugs, alcohol, or firearms are allowed on the work site.
6. Do not leave money, drugs, alcohol, or firearms in your personal vehicle.
7. Company and personal vehicles are to be parked and locked in designated or authorized area of the work.
8. Maintain control of all tools, supplies, and debris always. All tools must always be accounted for and secured at the end of each shift.
9. All vehicles must be locked when unoccupied and the windows left open no more than 1-inch.
10. Do not give anything to residents or take anything from residents; if they offer, inform your supervisor.
11. Ladders and scaffolding must be taken down when not in use and at the end of each shift.
12. Fuel cans are always to be secured.

Exhibit D Technical Specifications

IOWA DEPT. OF ADMINISTRATIVE SERVICES
WRC STORM REPAIRS

DAS PROJECT: 9181.00
GENESIS PROJ: 2013

SECTION 00 0105 – CERTIFICATION PAGE

I hereby certify that the portion of this technical submission described below was prepared by me or under my supervision and responsible charge. I am a duly registered architect under the laws of the state of Iowa.



GENESIS Architectural Design
Edward L. Matt, AIA

Handwritten signature of Edward L. Matt in black ink.

Signature

Pages or sheets covered in part or whole by this seal:
Specifications Div.1 thru 22.

Date Issued: September 22, 2020

SECTION TITLE

INTRODUCTORY INFORMATION

00 0105 SPECIFICATION CERTIFICATION
00 0110 TABLE OF CONTENTS
00 0115 ENUMERATION OF DRAWINGS

DIVISION 02 – EXISTING CONDITIONS

02 4119 SELECTIVE DEMOLITION

DIVISIONS 03 – 04 - NOT USED

DIVISION 05 – METALS

05 4000 COLD-FORMED METAL FRAMING

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

06 1053 MISCELLANEOUS ROUGH CARPENTRY
06 2013 EXTERIOR FINISH CARPENTRY

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

07 0150 PREPARATION FOR RE-ROOFING
07 2100 THERMAL INSULATION
07 5323 ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING
07 6100 STANDING SEAM METAL ROOFING
07 6200 SHEET METAL FLASHING AND TRIM
07 7100 ROOF SPECIALTIES
07 7200 ROOF ACCESSORIES
07 9200 JOINT SEALANTS

DIVISION 08 - NOT USED

DIVISION 09 – FINISHES

09 9113 EXTERIOR PAINTING

DIVISIONS 10 - 21 - NOT USED

DIVISION 22 - PLUMBING

22 1316 DRAIN PIPING

DIVISIONS 23- 33 - NOT USED

END OF SECTION

SECTION 00 0115 – ENUMERATION OF DRAWINGS

ARCHITECTURAL DRAWINGS

- A0.0 COVER, SHEET INDEX, SYMBOLS
- A0.1 SITE MAP & SCOPE OF WORK
- A1.0 BIRCHES ROOF PLAN AND DETAILS
- A2.0 LINDEN FRAMING PLAN
- A2.1 LINDEN ROOF PLAN
- A2.2 LINDEN ROOF DETAILS
- A3.0 POWERHOUSE ROOF PLAN AND DETAILS
- A4.0 MEDICAL CENTER ROOF PLAN AND DETAILS

END OF SECTION

SECTION 02 4119 - SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes demolition and removal of selected portions of building or structure.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- C. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Predemolition Conference: Conduct conference at Project site.

1.4 PROJECT CONDITIONS

- A. Owner will occupy buildings immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the work.
 - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.

- a. In the case of asbestos, stop work in the area of potential hazard, and rope off area until the questionable material is identified. Reassign workers to continue work in unaffected areas. Resume work in the area of concern after safe working conditions are verified.
- E. Storage or sale of removed items or materials on or off site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- D. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.

3.2 PREPARATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required. Record existing conditions by use of preconstruction photographs.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

3.3 SELECTIVE DEMOLITION

- A. General: Do not demolish building elements beyond what is indicated on Drawings without Architect's approval. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
2. Dispose of demolished items and materials promptly.

B. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment.

C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition.

3.4 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused or reinstalled; remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill. Transport demolished materials off Owner's property and legally dispose of them.

3.5 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 4119

SECTION 05 4000 - COLD-FORMED METAL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Exterior load-bearing roof framing.

1.2 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide cold-formed metal framing capable of withstanding design loads within limits and under conditions indicated.
 - 1. Design Loads: As indicated on the Drawings.
 - 2. Deflection Limits: Design framing systems to withstand design loads without deflections greater than the following:
 - a. Exterior Load-Bearing Wall Framing: Horizontal deflection of 1/240 of the wall height.

1.3 SUBMITTALS

- A. Product Data: For each type of product and accessory indicated.
- B. Shop Drawings: Show layout, spacings, sizes, thicknesses, and types of cold-formed metal framing; fabrication; and fastening and anchorage details, including mechanical fasteners.
 - 1. For cold-formed metal framing indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- C. Deck Pull Out Tests: Perform deck pull out tests and submit results in standard report format per ANSI/SPRI FX-1 2016 Standard Field Test Procedure for Determining the Withdrawal Resistance of Roofing Fasteners.

1.4 QUALITY ASSURANCE

- A. Product Tests: Mill certificates or data from a qualified independent testing agency indicating steel sheet complies with requirements.
- B. Fire-Test-Response Characteristics: Where indicated, provide cold-formed metal framing identical to that of assemblies tested for fire resistance per ASTM E 119 by a testing and inspecting agency acceptable to authorities having jurisdiction.

- C. AISI Specifications and Standards: Comply with AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members" and its "Standard for Cold-Formed Steel Framing - General Provisions."

1.5 QUALITY CONTROL

- A. Testing: Contractor shall perform deck pull out tests and submit results in standard report format per ANSI/SPRI FX-1 2016 Standard Field Test Procedure for Determining the Withdrawal Resistance of Roofing Fasteners.
- B. Test Results: Contractor will submit test results promptly and in writing to Construction Manager and Architect.
- C. Fastener Spacing: Contractor is responsible to provide engineered spacing of fasteners based on pull out test results as required to resist the wind up lift requirements established by the metal panel roof manufacturer.
- D. Fastener Installation: Contractor shall furnish and install deck fasteners sized and spaced based on the resultant average resistance from the pull out tests conducted. Contractor shall adjust fastener spacing during field installation if fasteners break or fail to anchor properly.
- E. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Steel Sheet: ASTM A 1003/A 1003M, Structural Grade, Type H, metallic coated, of grade and coating weight as follows:
 - 1. Coating: Metallic coating G60 or equivalent.

2.2 LOAD-BEARING ROOF FRAMING

- A. General: All structural steel subframing for the standing seam metal retrofit roof system as specified in Section 07 6200 Standing Seam Metal Roofing, shall be provided in accordance with the roof panel manufacturer's requirements.
- B. Steel Studs: Manufacturer's standard C-shaped steel studs, of web depths indicated, punched, with stiffened flanges, and as follows:
 - 1. Minimum Base-Metal Thickness: 16 gauge.
- C. Steel Base Track: Manufacturer's standard shaped steel track, of web depths indicated, unpunched, with straight flanges.

- a. Base-metal thickness shall be as required by standing seam metal roof manufacturer.
- D. Steel Purlins: Manufacturer's standard shaped steel, of web depths indicated, unpunched, with straight flanges.
 - a. Base-metal thickness shall be as required by standing seam metal roof manufacturer.

2.3 FRAMING ACCESSORIES

- A. Fabricate steel-framing accessories from steel sheet, ASTM A 1003/A 1003M, Structural Grade, Type H, metallic coated, of same grade and coating weight used for framing members, unless otherwise indicated.
- B. Steel Shapes and Clips: ASTM A 36/A 36M, zinc coated by hot-dip process according to ASTM A 123/A 123M.
- C. Expansion Anchors: Fabricated from corrosion-resistant materials, with capability to sustain, without failure, a load equal to 5 times design load, as determined by testing per ASTM E 488 conducted by a qualified independent testing agency.
- D. Mechanical Fasteners: ASTM C 1513, corrosion-resistant-coated, self-drilling, self-tapping steel drill screws.
 - 1. Head Type: Low-profile head beneath sheathing, manufacturer's standard elsewhere.
- E. Friction Fasteners: Corrosion-resistant-coated, self-gripping fasteners for concrete substrates designed to be driven in to predrilled holes.

2.4 MISCELLANEOUS MATERIALS

- A. Galvanizing Repair Paint: SSPC-Paint 20 or DOD-P-21035 per ASTM A 780.
- B. Cement Grout: Portland cement, ASTM C 150, Type I; and clean, natural sand, ASTM C 404. Mix at ratio of 1 part cement to 2-1/2 parts sand, by volume, with minimum water required for placement and hydration.
- C. Shims: Load bearing, high-density multimonomer plastic, nonleaching.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Install load bearing shims or grout between the underside of bottom track or rim track and the top of deck slab at stud or joist locations to ensure a uniform bearing surface on supporting concrete construction.

3.2 INSTALLATION, GENERAL

- A. Install cold-formed metal framing according to AISI's "Standard for Cold-Formed Steel Framing - General Provisions" and to manufacturer's written instructions unless more stringent requirements are indicated.
- B. Install cold-formed metal framing and accessories plumb, square, and true to line, and with connections securely fastened.
- C. Install framing members in one-piece lengths.
- D. Install temporary bracing and supports to secure framing and support loads comparable in intensity to those for which structure was designed. Maintain braces and supports in place, undisturbed, until entire integrated supporting structure has been completed and permanent connections to framing are secured.
- E. Install insulation, specified in Division 07 Section "Thermal Insulation," on completion of framing work.
- F. Fasten hole reinforcing plate over web penetrations that exceed size of manufacturer's standard punched openings.
- G. Erection Tolerances: Install cold-formed metal framing level, plumb, and true to line to a maximum allowable tolerance variation of 1/8 inch in 10 feet and as follows:
 - 1. Space individual framing members no more than plus or minus 1/8 inch from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.

3.3 LOAD-BEARING WALL INSTALLATION

- A. Install continuous top and bottom tracks sized to match studs. Align tracks accurately and securely anchor at corners and ends, and at spacings as follows:
 - 1. Anchor Spacing: To match stud spacing.
- B. Squarely seat studs against top and bottom tracks with gap not exceeding of 1/8 inch between the end of wall framing member and the web of track. Fasten both flanges of studs to top and bottom tracks. Space studs as follows:
 - 1. Stud Spacing: 16 inches or 24 inches as required by roof panel manufacturer.
- C. Set studs plumb, except as needed for diagonal bracing or required for nonplumb walls or warped surfaces and similar configurations.
- D. Align studs vertically where framing interrupts wall-framing continuity. Where studs cannot be aligned, continuously reinforce base track to transfer loads.
- E. Align roof framing over studs. Where framing cannot be aligned, continuously reinforce track to transfer loads.

- F. Install supplementary framing, blocking, and bracing in stud framing indicated to support fixtures, equipment, and similar work requiring attachment to framing.
 - 1. If type of supplementary support is not indicated, comply with stud manufacturer's written recommendations and industry standards in each case, considering weight or load resulting from item supported.
- G. Install horizontal bridging in stud system, spaced as required by the manufacturer. Fasten at each stud intersection.
 - 1. Bridging: Cold-rolled steel channel, welded or mechanically fastened to webs of punched studs with a minimum of 2 screws into each flange of the clip angle for framing members up to 6 inches deep.
 - 2. Bracing: Installed diagonal bracing according to roof panel manufacturer's requirements.
- H. Install miscellaneous framing and connections, including supplementary framing, web stiffeners, clip angles, continuous angles, anchors, and fasteners, to provide a complete and stable roof framing system.

3.4 REPAIRS AND PROTECTION

- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on fabricated and installed cold-formed metal framing with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.
- B. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure that cold-formed metal framing is without damage or deterioration at time of Substantial Completion.

END OF SECTION 05 4000

SECTION 06 1053 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Wood blocking and nailers.
 - 2. Framing with dimension lumber.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Provide factory marked lumber with grade stamp of grading agency.

2.2 DIMENSION LUMBER FRAMING

- A. For items of dimension lumber size, provide Construction or No. 2 grade lumber with 19 percent maximum moisture content of any species.
 - 1. Douglas fir-larch; WCLIB or WWPA.

2.3 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
- B. For concealed boards, provide lumber with 19 percent maximum moisture content and any of the following species and grades:
 - 1. Douglas fir-larch; WCLIB or WWPA.

2.4 FASTENERS

- A. General: Fasteners for exterior carpentry: Provide nails in sufficient length to penetrate not less than 1-1/2 inches into wood substrate.
 - 1. For applications not otherwise indicated, provide hot-dip galvanized-steel fasteners.
- B. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Do not splice structural members between supports, unless otherwise indicated. Do not attach or anchor with fasteners at locations between blocking or supports.
 - 1. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.

3.2 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 06 1053

SECTION 06 2013 - EXTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Exterior wood trim.
2. Wood gutters and soffit repairs.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated.
- B. Provide factory marked lumber with grade stamp of inspection agency, indicating grade, species, moisture content at time of surfacing, and mill.

2.2 EXTERIOR TRIM

A. Lumber Trim:

1. Species and Grade: spruce-pine-fir; 1 Common, clear. NeLMA, NLGA, WCLIB, or WWPA.
2. Maximum Moisture Content: 19 percent.
3. Face Surface: Smooth surfaced.

- B. Moldings for: MMPA WM 4, N-grade or P-grade wood moldings, without finger jointing. Made from kiln-dried stock to patterns included in MMPA's "WM/Series Wood Moulding Patterns."

1. Species: Eastern white pine: clear.

2.3 MISCELLANEOUS MATERIALS

- A. Fasteners for Exterior Finish Carpentry: Provide nails in sufficient length to penetrate not less than 1-1/2 inches into wood substrate.

1. For applications not otherwise indicated, provide hot-dip galvanized-steel fasteners.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Prime lumber and moldings to be painted, including both faces and edges, unless factory primed. Cut to required lengths and prime ends. Comply with requirements in Section 09 9113 "Exterior Painting."

3.2 INSTALLATION, GENERAL

- A. Install exterior finish carpentry level, plumb, true, and aligned with adjacent materials. Use concealed shims where necessary for alignment.
 - 1. Scribe and cut exterior finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.

3.3 STANDING AND RUNNING TRIM INSTALLATION

- A. Install flat-grain lumber with bark side exposed to weather.
- B. Install trim with minimum number of joints as is practical, using full-length pieces from maximum lengths of lumber available. Do not use pieces less than 24 inches long, except where necessary.
 - 1. Use butt joints for end-to-end joints.
 - 2. Stagger end joints in adjacent and related members.
- C. Fit exterior joints to exclude water. Cope at returns and miter at corners to produce tight-fitting joints, with full-surface contact throughout length of joint. Plane backs of casings to provide uniform thickness across joints, where necessary for alignment.

END OF SECTION 06 2013

SECTION 07 0150 - PREPARATION FOR RE-ROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Roof tear-off.
2. Roofing preparation.

1.2 SUBMITTALS

A. Roofing Schedule. Immediately upon award of contract, submit 3 copies of proposed roofing schedule indicating separate areas and total number of days scheduled for each roof or section of roof. Revise and distribute at Pre-Installation Conference for discussion, coordination and approval.

1.3 QUALITY ASSURANCE

A. Verify Existing Conditions: Immediately verify existing conditions as called out in the contract drawings. Contact Architect if any existing conditions vary or any variations in existing conditions that may affect the work as called out in the Contract Documents.

B. Pre-installation Conference: Conduct conference at Project site.

C. The Construction Manager will be responsible for coordinating pre-roofing conference at least one week prior to initiation of roofing work. The Construction Manager, the foreman for roofing contractor, the owner's representative, and the sheet metal contractor are recommended to be present to discuss the execution of the work. Discussion topics will include the following:

1. Schedule for each building or section of roof.
2. Roof access.
3. Demolition clean up
4. Protection of grounds and landscaping.
5. Deck observations.
6. Coordination and timing of other subcontractors.
7. Demolition disposal.

1.4 PROJECT CONDITIONS

A. Owner will occupy portions of building immediately below reroofing area. Conduct reroofing so Owner's operations will not be disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.

1. Coordinate work activities daily with Owner so Owner can place protective dust or water leakage covers over sensitive equipment or furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below the work area if desired.
- B. Protect building to be reroofed, adjacent buildings and roof areas, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- C. Limit construction loads on roof or coordinate with Owner in advance.
- D. Weather Limitations: Proceed with reroofing preparation and work only when existing and forecasted weather conditions permit Work to proceed without water entering into existing roofing system or building.

1.5 WARRANTY

1. Existing Adjacent Roof Warranties: Protect adjacent roof areas during work to avoid damage. Remove, replace, patch, and repair materials and surfaces cut or damaged during reroofing, by methods and with materials so as not to void existing roofing system warranty.
2. Remove only as much roofing in one day as can be made watertight in the same day.

PART 2 - PRODUCTS

2.1 AUXILIARY MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with components of new membrane roofing system.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect existing adjacent roofing areas that are indicated not to be reroofed.
- B. Coordinate with Owner to shut down air intake equipment in the vicinity of the Work.
- C. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday.
 1. Prevent debris from entering or blocking roof drains and conductors.
 - a. Use roof-drain plugs specifically designed for this purpose.
 - b. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.

2. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new roofing system, provide alternative drainage method to remove water and eliminate ponding.
 3. Do not permit water to enter into or under existing roofing system components that are to remain.
- D. Verify that any rooftop utilities and service piping have been shut off before commencing Work.

3.2 ROOF TEAR-OFF

- A. General: Prepare schedule for Owner indicating each day of extent of roof tear-off proposed and obtain authorization to proceed.
- B. Spud the surface of the existing roof to create a smooth surface as required by manufacturer's installation requirements.
- C. Full Roof Tear-Off: Remove existing roofing membrane and other membrane roofing system components down to the deck.
 1. Remove temporary storm protection membrane and paver ballast. Salvage all ballast pavers to Owner for their use.
 2. Remove temporary roof and demolish remaining roof as needed for new roof installation.
 3. Remove fasteners and any loose debris from deck.
 4. Inspect wood blocking, curbs, and nailers for deterioration and damage. If wood blocking, curbs, or nailers have deteriorated, immediately notify Architect.
 5. Bitumen and felts that are firmly bonded to concrete decks may be permitted to remain if conditions are acceptable in meeting manufacturer's installation requirements. Remove un-adhered bitumen and felts and wet felts. Aggregate must be removed before reroofing may commence.
 6. Remove excess asphalt from deck.

3.3 DECK PREPARATION

- A. Inspect deck after tear-off of membrane roofing system.
- B. If deck surface is not suitable for receiving new roofing, or if structural integrity of deck is suspect, immediately notify Architect. Do not proceed with installation until directed by Architect.

3.4 ROOF RE-COVER PREPARATION

- A. Remove glues, mastic, any mechanically attached roofing fastener buttons projecting above roofing, and other substrate irregularities from existing roofing that inhibit new roofing from conforming to substrate.

1. Broom clean existing substrate.
2. Verify that existing substrate is dry.

3.5 BASE FLASHING REMOVAL

- A. Remove existing base flashings around parapets, curbs, walls, and penetrations.
 1. Clean substrates of contaminants such as asphalt, sheet materials, dirt, and debris.
- B. Do not damage metal counterflashings that are to remain. Replace metal counterflashings damaged during removal with counterflashings of same metal, weight or thickness, and finish as specified in Division 07 Section "Sheet Metal Flashing and Trim."
- C. Remove any moisture damaged parapet blocking or sheathing and replace with new blocking or plywood sheathing, of matching thickness. If parapet framing has deteriorated, immediately notify Architect.

3.6 DISPOSAL

- A. Contractor will be responsible for cleaning up and disposing of any loose debris, trash, or other materials at the end of each work day. Contractor is to maintain a clean work area and site.
- B. Collect and place demolished materials in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- C. Transport demolished materials off Owner's property and legally dispose of them.
 1. The exception will be that the Owner will provide pallets for the existing ballast pavers.

END OF SECTION 07 0150

SECTION 07 2100 - THERMAL INSULATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Concealed building insulation.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.

1.3 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: Provide insulation and related materials with the fire-test-response characteristics indicated, as determined by testing identical products per ASTM E 84 for surface-burning characteristics and other methods indicated with product.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

2.2 GLASS-FIBER BLANKET INSULATION

- A. Available Manufacturers:
 - 1. CertainTeed Corporation.
 - 2. Guardian Fiberglass, Inc.
 - 3. Johns Manville.
 - 4. Knauf Fiber Glass.
 - 5. Owens Corning.
 - 6. Others as pre-approved.
- B. Unfaced, Glass-Fiber Blanket Insulation: ASTM C 665, Type I (blankets without membrane facing); consisting of fibers; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E 136 for combustion characteristics.

- C. Where glass-fiber blanket insulation is indicated by the following thicknesses, provide blankets in batt or roll form with thermal resistances indicated:
 - 1. 12 inches thick with a minimum thermal resistance of R-38.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and application indicated.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed at any time to ice, rain, and snow.
- C. Extend insulation in thickness indicated to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.

3.2 INSTALLATION OF GENERAL BUILDING INSULATION

- A. Install mineral-fiber insulation in cavities formed by framing members according to the following requirements:
 - 1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill cavity, provide lengths that will produce a snug fit between ends.
 - 2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.

END OF SECTION 07 2100

SECTION 07 5323 - ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes adhered membrane roofing system.

1.2 SUBMITTALS

- A. Product Data: For each product indicated or proposed for use.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other Work. Plans and details are to have field measurements documenting existing conditions. Submit only details that comply with the required warranty listed below.
 - 1. Rigid Insulation: Submit layout diagrams for tapered insulation.
- C. Sample Warranties: Submit manufacturer's standard and/or special warranties.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified company that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's warranty.
- B. Source Limitations: Obtain components for membrane roofing system approved by roofing membrane manufacturer.
- C. Pre-installation Conference: Conduct conference at the project site. Conduct meeting at least 1 week prior to start of Work.

1.4 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.5 WARRANTY

- A. Special Warranty: Manufacturer's standard form, without monetary limitation, in which manufacturer agrees to cover labor and materials to repair or replace components of membrane roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.

1. Warranty Period: 20 years from date of Substantial Completion.
 2. Manufacturer's representative shall inspect the roof at Substantial Completion to ensure the conditions of the warranty.
- B. Special Installer's Warranty: Installer shall provide a watertight warranty for the roof in which the Roof Installer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within 2 years from date of Substantial Completion.
1. Complete the Special Installer's Warranty found at the end of this section.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and base flashings shall remain watertight.
- B. Roofing System Design: The roof is required to meet a Building Category II, Exposure C. Provide a roof system that is a tested assembly for the following conditions:
1. Wind Resistance: 110 MPH Peak Gust Wind Zone.
 2. Hail Damage Resistance: SH.
- C. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.
- D. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.

2.2 EPDM ROOFING MEMBRANE

- A. EPDM Roofing Membrane: ASTM D 4637, Type I, non-reinforced uniform, flexible sheet made from EPDM, and as follows:
1. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.
 - a. Carlisle SynTec Incorporated.
 - b. Firestone Building Products Company.
 - c. GAF Materials Corp.
 - d. GenFlex Roofing Systems.
 - e. Mule-Hide Products Co., Inc.
 - f. Versico Inc.
 - g. Others as pre-approved.

2. Thickness: 60 mils, nominal.
3. Sheet Width: Factory fabricated to the largest width possible.
4. Exposed Face Color: Black.
5. Elongation: 400 percent as measured per ASTM D 412.

2.3 AUXILIARY MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with membrane roofing.
- B. Sheet Flashing: Manufacturer's standard sheet flashing, partially cured or uncured. Thickness, and color same as the sheet membrane.
- C. Cold Fluid-Applied Adhesive: Manufacturer's standard cold fluid-applied adhesive formulated to adhere roof insulation to substrate and substrate to deck.
- D. Bonding Adhesive: Manufacturer's standard polymer blend bonding adhesive to adhere membrane to approved substrate.
- E. Seaming Material: Single-component butyl splicing adhesive and splice cleaner or manufacturer's standard synthetic-rubber polymer primer and 3 inch wide minimum, butyl splice tape with release film or per manufacturer's warranty requirements.
- F. Molded Pipe Seals: A pre-molded flashing and clamping ring used for pipe penetrations. Available for 0.75 inch to 8 inch diameter pipes. Color to match membrane.
- G. Metal Termination Bars: 1/8" thick by 1" wide steel bar material or aluminum termination bars as provided by manufacturer. Attachment spacing may vary depending upon style of bar and manufacturer's warranty requirements.
- H. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane to substrate, and acceptable to membrane roofing system manufacturer.
- I. Manufactured Flashing Accessories: Provide manufacturer's standard flashings, such as roof expansion joints, wall expansion joint flashings, roof curb flashings, and other accessories in accordance with manufacturer's requirements for the warranty period indicated.
- J. Miscellaneous Accessories: Provide lap sealant, water cutoff mastic, pourable sealers, preformed vent stack cones and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories in accordance with manufacturer's requirements for the warranty period indicated.

2.4 ROOF INSULATION

- A. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, felt glass-fiber mat Class 1 with facer on both major surfaces.

- B. Tapered Insulation: Provide factory-tapered insulation boards fabricated to slope of 1/4 inch per 12 inches unless otherwise indicated.
- C. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain.
 - 1. Fabricate to saddles and crickets to slope of 1/2 inch per 12 inches unless otherwise indicated.

2.5 INSULATION ACCESSORIES

- A. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.
- B. Cold Fluid-Applied Adhesive: Manufacturer's standard cold fluid-applied adhesive formulated to adhere roof insulation to substrate.

2.6 WALKWAYS

- A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, solid-rubber, slip-resisting, surface-textured walkways, approximately 3/16 inch thick, and compatible with membrane roofing system by manufacturer.
 - 1. Pad Size: 30 by 30 inches and approximately 3/16 inch thick.
 - 2. Roll Size: Rolls, approximately 3/16 inch thick, 30 inches wide, and compatible with membrane roofing system by manufacturer.

PART 3 - EXECUTION

3.1 ROOFING INSTALLATION, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions.
- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.
- C. Install roofing and auxiliary materials to tie in to existing roofing to maintain weathertightness of transition and to not void warranty for existing roofing system.

3.2 INSULATION INSTALLATION

- A. Coordinate installing membrane roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.

- B. Comply with membrane roofing system manufacturer's written instructions for installing roof insulation.
- C. Install one or more layers of insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 2 inches or greater, install 2 or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches in each direction. Match thickness of existing insulation.
- D. Provide a average of R-25 unless otherwise indicated. Provide a minimum of 2" insulation at low elevations areas on the roof around the roof drains unless noted otherwise.
- E. Adhered Insulation: Install each layer of insulation and adhere to substrate as follows:
 - 1. Prime surface of concrete deck with asphalt primer at rate of 3/4 gal./100 sq. ft. allow primer to dry.
 - 2. Set each layer of insulation in a cold fluid-applied adhesive. (applied above 32 deg F or per manufacturer's recommendations)
- F. Mechanically Fastened and Adhered Insulation: (THIS OPTION ONLY APPLIES IF DECK WILL NOT ACCEPT NEW SUBSTRATE) Roof deck conditions will allow for a combination of mechanically fastened and adhered roof insulation. Apply all top layers under roof membrane by adhering with glue to include tapered sheets. Ensure that mechanical fasteners are never in direct contact with the top membrane.
 - 1. Install bottom layer (only) of insulation to deck using mechanical fasteners designed and sized for fastening specified board-type roof insulation to the deck type provided.
 - 2. Fasten lower layers of insulation to resist uplift pressure at corners, perimeter, and field of roof.
 - 3. Install all consecutive top layers of insulation in a cold fluid-applied adhesive or solid mopping of hot roofing asphalt. (applied above 32 deg F or per manufacturer's recommendations)

3.3 ADHERED ROOFING MEMBRANE INSTALLATION

- A. Install roofing membrane over area to receive roofing according to membrane roofing system manufacturer's written instructions. Unroll roofing membrane and allow to relax before installing.
- B. Accurately align roofing membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- C. Bonding Adhesive: Apply bonding adhesive to substrate and underside of roofing membrane at rate required by manufacturer and allow to partially dry. Do not apply bonding adhesive to splice area of roofing membrane.
- D. Mechanically or adhesively fasten roofing membrane securely at terminations, penetrations, and perimeter of roofing.
- E. Adhesive Seam Installation: Clean both faces of splice areas, apply splicing cement, and firmly roll side and end laps of overlapping roofing membranes according to manufacturer's written

instructions to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of roofing membrane terminations.

- F. Tape Seam Installation: Clean and prime both faces of splice areas, apply splice tape, and firmly roll side and end laps of overlapping roofing membranes according to manufacturer's written instructions to ensure a watertight seam installation.
- G. Lap Sealant: Apply lap sealant and seal exposed cut edges of roofing membrane terminations.
- H. Repair tears, voids, and lapped seams in roofing that does not meet requirements.
- I. Metal Termination Bars: Set termination bars in continuous bed of mastic tape. Attachment spacing may vary depending upon style of bar and manufacturer's warranty requirements.
- J. Spread sealant or mastic bed over deck-drain flange at roof drains, and securely seal membrane roofing in place with clamping ring.

3.4 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply bonding adhesive to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation.
- E. Apply lap sealant and seal exposed edges of sheet flashing terminations.
- F. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

3.5 WALKWAY INSTALLATION

- A. Flexible Walkways: Provide at existing walkway areas, around perimeter of rooftop mechanical equipment and under existing downspout splash blocks and other areas as indicated. Install walkway products on all 3 sides around hinged roof access hatches.
- B. If installing rolled walkways, do not install sections longer than 6 feet leaving a 1/2 inch gap between sections. Install walkway products to substrate with compatible adhesive and in accordance with manufacturer's recommendations.

3.6 FIELD QUALITY CONTROL

- A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion to verify warranty requirements have been met, and submit report to Architect.
- B. Repair or remove and replace components of membrane roofing system where test results or inspections indicate that they do not comply with specified requirements or manufacturer's warranty requirements.

3.7 PROTECTING AND CLEANING

- A. Protect membrane roofing system from damage and wear during remainder of construction period.
- B. Clean overspray, adhesive spillage, sealants and any other spills from the membrane using cleaning agents and procedures recommended by manufacturer of affected construction.

See the "INSTALLER'S WARRANTY" on the following page.

3.8 ROOFING INSTALLER'S WARRANTY

A. WHEREAS _____ of _____, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:

1. Owner: (Name of Owner) _____
2. Address: (Insert address) _____
3. Building Name/Type: _____
4. Building Address: _____
5. Area of Work: _____
6. Acceptance Date: (Date of Substantial Completion) _____
7. Warranty Period: 2 years from the date of Substantial Completion.
8. Expiration Date: _____

B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,

C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.

D. This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
 - a. lightning;
 - b. peak gust wind speed exceeding 110 mph.
 - c. fire;
 - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. vapor condensation on bottom of roofing; and
 - g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.

2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____, _____.

Name: (print) _____

Authorized Signature: _____

Title: _____

END OF SECTION 07 5323

SECTION 07 6100 – STANDING SEAM METAL ROOFING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Standing-seam metal roofing, custom fabricated.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show installation layout of sheet metal roofing, including plans, elevations, expansion joint locations, and keyed details. Distinguish between shop- and field-assembled work.
 - 1. Include details for forming, joining, and securing sheet metal roofing, including pattern of seams, termination points, fixed points, expansion joints, roof penetrations, edge conditions, special conditions, connections to adjoining work, and details of accessory items.
- C. Samples: For each exposed product and for each finish specified.
- D. Coordination Drawings: Roof plans drawn to scale with coordinated details for penetrations and roof-mounted items.
- E. Maintenance data.
- F. Warranties: Sample of special warranties.

1.3 QUALITY ASSURANCE

- A. Engage an experienced metal roofing contractor (erector) to install standing seam system who has experience specializing in the installation of structural standing seam metal roof systems.
- B. UL-Certified, Portable Roll-Forming Equipment: UL-certified, portable roll-forming equipment capable of producing roofing panels for sheet metal roofing assemblies that comply with UL 580 for wind-uplift resistance as indicated in the Drawings. Maintain UL certification of portable roll-forming equipment for duration of sheet metal roofing work.
- C. Sheet Metal Roofing Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.
- D. Preinstallation Conference: Conduct conference at the project site.

1.4 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E 1592:
 - 1. Wind Loads: As indicated on Drawings.
 - 2. Other Design Loads: As indicated on Drawings.
 - 3. Deflection Limits: For wind loads, no greater than 1/240 of the span.
- B. Water Penetration under Static Pressure: No water penetration when tested according to ASTM E 1646 or ASTM E 33. Test-pressure differences as provided by the manufacturer.
- C. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for wind-uplift-resistance class indicated.
 - 1. Uplift Rating: As indicated on the Drawings.
- D. FM Global Listing: Provide metal roof panels and component materials that comply with requirements in FM Global 4471 as part of a panel roofing system and that are listed in FM Global's "Approval Guide" for Class 1 or noncombustible construction, as applicable. Identify materials with FM Global markings.
 - 1. Hail Resistance: SH.
- E. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects.

1.5 WARRANTY

- A. Installer's Warranty: Warranty form in which Installer agrees to repair or replace components of sheet metal roofing that fail in materials or workmanship within Two years from date of Substantial Completion.
- B. Manufacturer's Warranty:
 - 1. Manufacturer's 20 year watertight warranty, including coverage for all trim, flashing, and penetrations associated with the roof area.
 - 2. 20 year coverage on finish including checking, crazing, peeling, chalking, fading and/or adhesion.
 - 3. Warranty shall commence in date of substantial completion.

PART 2 - PRODUCTS

2.1 ROOFING SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.
- B. General:
 - 1. The metal roof panel system and waterproofing materials used in this section are based on performance characteristics of the R-MER Span System using RMS-16 panels as manufactured by The Garland Company, Cleveland, OH.
 - 2. Or pre-approved equal.
- C. Materials:
 - 1. Panel material: 24 ga., Galvalume steel, type AZ-55, smooth as per ASTM A792-96.
 - 2. Flashing and flat stock material: Fabricate in profiles indicated on drawings of the same material, thickness, and finish as roof system, unless indicated otherwise.
- D. Finishes on surfaces:
 - 1. Finish: Two coat coil applied, baked-on full-strength (70% resin) fluorocarbon coating system (Kynar 500), applied by manufacturer's approved applicator.
 - 2. Texture: Smooth.
 - 3. Color: Manufacturer's standard Terra Cotta color to match existing roofs.

2.2 STANDING-SEAM METAL ROOF PANELS

- A. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats, pressure plates, and accessories required for weathertight installation.
- B. Vertical-Rib, Seamed-Joint, Standing-Seam Metal Roof Panels: Formed with vertical ribs at panel edges and intermediate stiffening ribs symmetrically spaced between ribs; designed for sequential installation by mechanically attaching panels to supports using concealed clips located under one side of panels, engaging opposite edge of adjacent panels, and mechanically seaming panels together.
 - 1. Provide standing seam panels incorporating mechanically interlocked, concealed anchor clips allowing unlimited thermal movement, and of configuration which will prevent entrance or passage of water.
 - a. Provide panels in continuous lengths from ridge to eave with no overlaps unless approved by the manufacturer, in writing.

- b. Seam caps shall be manufactured in the factory and may be installed with end laps. Seam sealant must be factory applied.
2. Concealed Standard Anchor Clips: Clips must be sixteen (16) gauge Galvalume steel, one piece clip with protecting legs for additional panel alignment and provision for unlimited thermal movement in each direction along the longitudinal dimension.
 - a. Two-piece (2) clips are unacceptable.
 - b. Sealant applied in panel cap must be isolated from clip to insure that no sealant damage occurs from the movement of the panel during expansion and contraction.
 - c. Clip must maintain a clearance of a minimum of three-eighths (3/8) inches between panel and substrate for proper ventilation to help prevent condensation on underside of panel and eliminate the contact of panel fastener to head panel.
3. Standing Seam Panel Width: 16".
4. Panel Height: 2 3/8".
5. Standing Seam Profile: Symmetrical Tee shape, allowing for panel installation from either direction across roof.

2.3 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Ice and Water Shield Sheet: Minimum 30 mils thick, consisting of slip-resisting polyethylene-film top surface laminated to layer of butyl or SBS-modified asphalt adhesive, with release-paper backing; cold applied.

2.4 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for a complete roofing system and as recommended by primary sheet metal manufacturer unless otherwise indicated.
- B. Fasteners: Wood screws, annular-threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads.
 1. General:
 - a. Exposed Fasteners: Exposed fasteners with in the panel are not allowed. Exposed fasteners for trim must have heads matching color of sheet metal roofing using plastic caps or factory-applied coating.
 - b. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - c. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
 2. Fasteners for Zinc-Coated Steel Sheet: Hot-dip galvanize steel according to ASTM A 153/A 153M, ASTM F 2329, or Series 300 stainless steel.

- C. Elastomeric Sealant: ASTM C 920 non-sag, elastomeric polymer sealant as recommended by portable roll-forming equipment manufacturer for installation indicated; low modulus; of type, grade, class, and use classifications required to seal joints in sheet metal roofing and remain watertight.

2.5 ACCESSORIES

- A. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.
 - 1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal panels.
 - 2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
 - 3. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch thick, flexible closure strips; cut or premolded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
- B. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.
- C. Roof Curbs: Provide premanufactured curbs with bottom of skirt profiled to match roof panel profiles and with welded top box and integral full-length cricket. Fabricate curb subframing of 0.060-inch nominal thickness, angle-, C or Z-shaped steel sheet. Fabricate curb and subframing to withstand indicated loads of size and height indicated. Finish roof curbs to match metal roof panels.
- D. Panel Fasteners: Self-tapping screws designed to withstand design loads.
- E. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.
 - 1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing; 1/2 inch wide and 1/8 inch thick.
 - 2. Joint Sealant: ASTM C 920; as recommended in writing by metal panel manufacturer.

2.6 FABRICATION

- A. General: Custom fabricate sheet metal roofing to comply with details shown and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions (panel width and seam height), geometry, metal thickness, and other characteristics of installation indicated. Fabricate sheet metal roofing and accessories at the shop to greatest extent possible.
- B. Provide the same panel profile from a single manufacturer for all standing seam roof areas.

- C. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.
- D. Fabricate metal panel joints with factory-installed captive gaskets or separator strips that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.
- E. Form exposed sheet metal work to fit substrates without excessive oil canning, buckling, and tool marks; true to line and levels indicated; and with exposed edges folded back to form hems.
 - 1. Form and fabricate sheets, seams, strips, cleats, valleys, ridges, edge treatments, integral flashings, and other components of metal roofing to profiles, patterns, and drainage arrangements shown on Drawings and as required for water tight construction.
- F. Metal Protection: Where dissimilar metals will contact each other, protect against galvanic action by painting contact surfaces with bituminous coating, by applying self-adhering sheet underlayment to each contact surface, or by other permanent separation as recommended by fabricator of sheet metal roofing or manufacturers of the metals in contact.
- G. Sheet Metal Accessories: Custom fabricate flashings and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated. Obtain field measurements for accurate fit before shop fabrication.

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Sloped Roof Decks: Examine solid roof deck to verify that the surface is flush without high or low areas. Provide shims under clips as recommended by manufacturer.
- B. Metal Retrofit Subframing Supports: Examine subframing, furring, and other miscellaneous panel support members and anchorages. Subframing system must meet manufacturer's written recommendations before panel installation can proceed.

3.2 UNDERLAYMENT INSTALLATION

- A. Self-Adhering Sheet Underlayment (at sloped decks): Install self-adhering sheet underlayment, wrinkle free, on roof sheathing under sheet metal roofing. Comply with temperature restrictions of underlayment manufacturer for installation; use primer rather than nails for installing underlayment at low temperatures. Apply over entire roof in shingle fashion to shed water, with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3-1/2 inches. Roll laps with roller. Cover underlayment within 14 days.
- B. Apply slip sheet before installing sheet metal roofing.

3.3 INSTALLATION, GENERAL

- A. General: Anchor sheet metal roofing and other components of the Work securely in place, with provisions for thermal and structural movement. Install fasteners, protective coatings, separators, sealants, and other miscellaneous items as required for a complete roofing system and as recommended by fabricator for sheet metal roofing.
1. Field cutting of sheet metal roofing by torch is not permitted.
 2. Provide metal closures with closed cell foam at peaks, rake edges, eaves and each side of ridge and hip caps.
 3. Flash and seal sheet metal roofing with closure strips at eaves, rakes, and perimeter of all openings. Fasten with self-tapping screws.
 4. Locate and space fastenings in uniform vertical and horizontal alignment. Predrill panels for fasteners.
 5. Install ridge and hip caps as sheet metal roofing work proceeds.
 6. Apply full length sheets wherever possible. Locate roofing splices over, but not attached to, structural supports. Stagger roofing splices and end laps to avoid a four-panel lap splice condition.
 7. Install sealant tape in locations as recommended by manufacturer.
 8. Lap metal flashing over sheet metal roofing to allow moisture to run over and off the material.
- B. Thermal Movement. Rigidly fasten metal roof panels to structure at only one location for each panel. Allow remainder of panel to move freely for thermal expansion and contraction.
1. Point of Fixity: Fasten each panel along a single line of fixing located at ridge.
 2. Avoid attaching accessories through roof panels in a manner that will inhibit thermal movement.
- C. Fasteners: Install clips using self-tapping fasteners. Use fasteners of sizes that will penetrate roof deck as required by manufacturer.
- D. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating, by applying self-adhering sheet underlayment to each contact surface, or by other permanent separation as recommended by SMACNA.
1. Coat back side of sheet metal roofing with bituminous coating where roofing will contact wood, ferrous metal, or cementitious construction.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.

3.4 METAL PANEL INSTALLATION

- A. Fabricate and install work with lines and corners of exposed units true and accurate. Form exposed faces flat and free of buckles, excessive waves, and avoidable tool marks, considering temper and reflectivity of metal. Provide uniform, neat seams with minimum exposure of

solder, welds, and sealant. Fold back sheet metal to form a hem on concealed side of exposed edges unless otherwise indicated.

1. Install cleats or purlins to hold sheet metal panels in position. Attach each cleat with two fasteners to prevent rotation.
 2. Fasten cleats not more than 12 inches o.c. Bend tabs over fastener head.
 3. Provide expansion-type cleats and clips for roof panels that exceed 30 feet in length.
- B. Standing-Seam Roofing: Attach standing-seam metal panels to substrate with cleats or purlins, double fastened at 12 inches o.c. Install panels reaching from eave to ridge before moving to adjacent panels. Before panels are interlocked, apply continuous sealant to top of flange of lower panel. Lock standing seams by folding over twice so cleat and panel edges are completely engaged.
1. Lock each panel to panel below with sealed transverse seam.
 2. Loose-lock panels at eave edges to continuous cleats and flanges at roof edge at gutters.
 3. Fold over seams after locking at ridges and hips.
- C. Watertight Installation: Seal joints as shown and as required for watertight construction.
1. Panel sealant shall be factory applied continuous hot melt sealant beads to seal joints of metal panels under a mechanically crimped seam cap as recommended by manufacturer to make panels watertight.
 2. Provide sealant or tape between panels and protruding equipment, vents, and accessories.

3.5 ACCESSORY INSTALLATION

- A. General: Install accessories with positive anchorage to building and weathertight mounting and provide for thermal expansion. Coordinate installation with flashings and other components.
1. Install components required for a complete sheet metal roofing assembly including trim, copings, seam covers, flashings, sealants, gaskets, fillers, metal closures, closure strips, and similar items.
 2. Install accessories integral to sheet metal roofing that are specified in Division 07 Section "Sheet Metal Flashing and Trim" to comply with that Section's requirements.

3.6 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

END OF SECTION 07 6100

SECTION 07 6200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Formed roof drainage sheet metal fabrications.
2. Formed low-slope roof sheet metal fabrications.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: Show installation layouts of sheet metal flashing and trim, including plans, elevations, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work.

1. Include details for forming, joining, supporting, and securing sheet metal flashing and trim, including pattern of seams, termination points, fixed points, expansion joints, expansion-joint covers, edge conditions, special conditions, and connections to adjoining work.

1.3 QUALITY ASSURANCE

A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.

B. Flashings and fasteners shall be designed and installed for maximum wind speed peak gusts of 110 mph measured at 30 meters above ground level.

1.4 WARRANTY

A. Special Warranty on Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Provide products for the following approved manufacturers:

1. Available Products:
 - a. ColorKlad by Vincent Materials.
 - b. PAC-Clad by Peterson Aluminum.
 - c. UNA-Clad by Copper Sales/Firestone.
 - d. Others as pre-approved.

2.2 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.
- B. Metallic-Coated Steel Sheet: Restricted flatness steel sheet, metallic coated by the hot-dip process and pre-painted by the coil-coating process to comply with ASTM A 755/A 755M.
 1. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coating designation; structural quality. 24 gauge sheet metal, primed on both sides with an acrylic wash coat on the back side. Pre-finished face side shall have a factory installed strippable film for protection during fabrication and installation.
 - a. Two-Coat Fluoropolymer: AAMA 621. Kynar 500 or equivalent fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat.
 2. Color: As selected by Architect from manufacturer's standard colors.

2.3 UNDERLAYMENT MATERIALS

- A. Felt: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt, nonperforated.
- B. Slip Sheet: Rosin-sized building paper, 3 lb/100 sq. ft. minimum.

2.4 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal unless otherwise indicated.
- B. Fasteners: Provide suitable fasteners designed to withstand I-90 design loads and as recommended by manufacturer of primary sheet metal.
 1. General: Fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating.
 2. Fasteners for Zinc-Coated (Galvanized) Steel Sheet: Hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329 or Series 300 stainless steel.

- C. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.
- D. Elastomeric Sealant: ASTM C 920, elastomeric polymer sealant; low modulus; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.

2.5 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, geometry, metal thickness, and other characteristics of item indicated. Fabricate items at the shop to greatest extent possible.
 - 1. Obtain field measurements for accurate fit before shop fabrication.
 - 2. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
 - 3. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces exposed to view.
- B. Sealed Joints: Form non-expansion but movable joints in metal to accommodate elastomeric sealant.
- C. Expansion Provisions: Where lapped expansion provisions cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
- D. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- E. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use.

2.6 ROOF DRAINAGE SHEET METAL FABRICATIONS

- A. Hanging Gutters: Fabricate to cross section indicated, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 96-inch long sections. Furnish flat-stock gutter spacers and gutter brackets fabricated from same metal as gutters, of size recommended by SMACNA but not less than twice the gutter thickness. Fabricate expansion joints, expansion-joint covers, and gutter accessories from same metal as gutters.
 - 1. Fabricate from the following materials: Pre-finished Galvanized Steel: 22 gauge thick.

- B. Downspouts: Fabricate rectangular open-face downspouts complete with mitered elbows, size as indicated on the Drawings. Furnish with metal hangers, from same material as downspouts, and anchors.
 - 1. Hanger Style: Pre-finished metal straps at 4'-0" spacing.
 - 2. Fabricate from the following materials: Pre-finished Galvanized Steel: 24 gauge thick.
- C. Parapet Scuppers: Fabricate scuppers of dimensions indicated with closure flange trim to exterior, 2-inch wide wall flanges to interior, and base extending a minimum of 4 inches beyond cant or tapered strip into field of roof. Fabricate from the following materials:
 - 1. Pre-finished Galvanized Steel: 24 gauge thick.
- D. Conductor Heads: Fabricate conductor heads with flanged back and stiffened top edge and of dimensions and shape indicated complete with outlet tubes and built-in overflows. Fabricate from the following materials:
 - 1. Pre-finished Galvanized Steel: 24 gauge thick.

2.7 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Copings: Fabricate in minimum 96-inch long, but not exceeding 10-foot long sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and pre-drilled holes for fasteners on interior leg. Miter corners, seal, and solder or weld watertight. Fabricate from the following materials.
 - 1. Fabricate from the following materials: Pre-finished Galvanized Steel: 24 gauge thick.
 - 2. Fabricate seam covers 8 inches wide with a matching profile.
- B. Counterflashing: Fabricate from the following materials:
 - 1. Fabricate from the following materials: Pre-finished Galvanized Steel: 24 gauge thick.

PART 3 - EXECUTION

3.1 UNDERLAYMENT INSTALLATION

- A. Felt Underlayment: Install felt underlayment with adhesive for temporary anchorage. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches.

3.2 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement so that completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.

1. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 3. Space cleats not more than 12 inches (300 mm) apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
 4. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
 5. Install sealant tape where indicated.
 6. Torch cutting of sheet metal flashing and trim is not permitted.
- B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating, felt paper, or by other permanent separation as recommended by SMACNA.
1. Coat back side of sheet metal flashing and trim with bituminous coating where flashing and trim will contact wood, ferrous metal, or cementitious construction.
 2. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet or install a course of polyethylene sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
- D. Fastener Sizes: Use fasteners of sizes that will penetrate wood sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws as recommended by fastener manufacturer to achieve maximum pull-out resistance.
- E. Seal joints as shown and as required for watertight construction.

3.3 ROOF DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof perimeter flashing with installation of roof drainage system.
- B. Hanging Gutters: Join sections with riveted and soldered joints or with lapped joints sealed with sealant. Provide for thermal expansion. Attach gutters at eave to firmly anchored gutter spacer clips spaced not more than 24 inches apart. Provide end closures and seal watertight with sealant.
1. Install gutter with expansion joints at locations indicated, but not exceeding, 50 feet apart. Install expansion-joint caps.
 2. Slope gutters to downspouts. Provide separate gutter apron flashing to allow for sloped gutter installation.

- C. Downspouts: Provide expansion joints at strap anchor locations. Provide strap anchors as indicated with fasteners designed to hold downspouts securely to walls. Locate hangers as shown in the drawings.
- D. Scuppers and Conductor Heads: Fabricate and install scuppers so that all exposed surfaces are prefinished metal. Set scupper perimeter in bed of mastic. Provide sealant between scupper and conductor head.

3.4 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in SMACNA's "Architectural Sheet Metal Manual" and as indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate.
- C. Copings: Anchor to resist uplift and outward forces according to recommendations in SMACNA's "Architectural Sheet Metal Manual" and as indicated.
 - 1. Interlock exterior bottom edge of coping with continuous cleat anchored to substrate at 16-inch centers.
 - 2. Anchor interior leg of coping with washers and screw fasteners at 12-inch centers.
 - 3. Splice Covers: Provide 8 inch wide snug fitting covers to snap over butt ends of copings, allowing for expansion. Provide two rows of sealant under each side of the splicing caps to keep water out.
- D. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.
- E. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in receivers and fit tightly to base flashing. Extend counterflashing 4 inches over base flashing. Lap counterflashing joints a minimum of 4 inches and bed with sealant.

3.5 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering. Clean off excess sealants.
- B. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.

END OF SECTION 07 6200

SECTION 07 7100 - ROOF SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes the following:

1. Roof drains.

1.2 PERFORMANCE REQUIREMENTS

A. FMG Listing: Manufacture and install roof edge flashings that are listed in FMG's "Approval Guide" and approved for Windstorm Classification, Class 1-90. Identify materials with FMG markings.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:

B. Available Manufacturers:

1. Josam Company: www.josam.com
2. Jay R. Smith Manufacturing Company: www.jayrsmith.com
3. Mifab: www.mifab.com
4. Wade by McWane International.
5. Watts: www.watts.com
6. Zurn Industries, Inc: www.zurn.com
7. Others as pre-approved.

2.2 ROOF DRAINS

A. Roof drains to be cast iron body, lower collar, adjustable extension and clamping collar, cast iron collar, and galvanized steel sump receiver.

1. Dome: Galvanized Cast Iron.

- B. Provide Manufacturer's recommended sump pan for deck type specified. Provide clamps, collars, gaskets and fasteners for complete installation or replacement of existing roof drains. Extend existing roof drain pipes as necessary to meet new flow lines where additional insulation is being applied.

2.3 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, separators, sealants, and other miscellaneous items required by manufacturer for a complete installation.
- B. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to withstand design loads.
 - 1. Exposed Penetrating Fasteners: Gasketed screws with hex washer heads matching color of sheet metal.
- C. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Install manufactured roof specialties according to manufacturer's written instructions. Anchor manufactured roof specialties securely in place and capable of resisting forces specified in performance requirements. Use fasteners, separators, sealants, and other miscellaneous items as required to complete manufactured roof specialty systems.
 - 1. Install manufactured roof specialties with provisions for thermal and structural movement.
 - 2. Torch cutting of manufactured roof specialties is not permitted.
- B. Install manufactured roof specialties level, plumb, true to line and elevation, and without warping, jogs in alignment, excessive oil-canning, buckling, or tool marks.
- C. Install manufactured roof specialties to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.
- D. Fasteners: Use fasteners of type and size recommended by manufacturer but of sizes that will penetrate substrate not less than 1-1/4 inches.

3.2 ROOF DRAIN INSTALLATION

- A. Install new roof drains and accessories in accordance with manufacturer's recommendations. Notify manufacturer and Architect of any defects or concerns prior to commencing installation.
- B. Clean interior of existing roof drain pipe of any built up roof tar or mastics.

- C. Test roof drains upon completion for any leaks.

END OF SECTION 07 7100

SECTION 07 7200 - ROOF ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Snow Retention System

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show installation layouts for products including plans, elevations, and keyed details. Distinguish between shop- and field-assembled work.

1.3 QUALITY ASSURANCE

- A. Flashings and fasteners shall be designed and installed for maximum wind speed peak gusts of 110 mph measured at 30 meters above ground level.

1.4 WARRANTY

- A. Special 20-year Warranty on Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace products that shows evidence of deterioration of factory-applied finishes within 20 years from date of Substantial Completion.
- B. Snow Retention System Warranty. Provide installation of snow retention system that is compatible with new and existing warranties on the roof systems that it is being installed on. Verify the installation and warranty requirements for the roof that the system is being installed on and coordinate any additional requirements that may be necessary.

PART 2 - PRODUCTS

2.1 SNOW RETENTION SYSTEM

- A. Products: Equal to S-5 ColorGard by Metal Roof Innovations, Ltd.
- B. Roof Attachment Clamps: Provide aluminum standing seam roof clamp. Carbon steel or plastic parts are not acceptable. No fastener penetrations of the roof panels will be permitted. No systems that rely on adhesives for attachment will be permitted. Clamp to attach to the standing seam will have two stainless steel set screws. One clamp shall be installed per standing seam along each snow retention bar.

- C. Crossmember: Color is to be the same prefinished material and originate from the same supplier as the roof panels. Crossmember is to be continuous and include splice connectors to join adjacent sections, ensuring alignment and structural continuity. Cross member shall attach to clamps using stainless steel fasteners.
- D. Snow/ Ice Clips: Snow/ice clips are required on panel seam heights of 2" or greater. Snow clips are to be aluminum or stainless steel. Clip to attach to cross member between panel seams to retard movement of snow/ice beneath crossmember. Use two clips per panel for seam spacing of 16" or more; one clip per panel for seam spacing under 16".

PART 3 - EXECUTION

3.1 SNOW RETENTION SYSTEM

- A. General: Install per manufacturer's recommendations.
 - 1. Install two rows where indicated in the drawings or where required by system engineering with snow retention requirements. Extend minimum of 2 feet beyond areas protected below.
 - 2. Install first row 12" above bottom of roof edge. Install second row 24" above lower rail or as recommended by manufacturer for the site conditions.

END OF SECTION 07 7200

SECTION 07 9200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes joint sealants for the following applications:
 - 1. Exterior joints in vertical surfaces and horizontal nontraffic surfaces.

1.2 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

1.3 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.

1.4 WARRANTY

- A. Manufacturer's Warranty: Manufacturer's standard form in which elastomeric sealant manufacturer agrees to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.

1.5 QUALITY ASSURANCE

- A. Preconstruction Compatibility and Adhesion Testing: Submit samples of materials that will contact or affect joint sealants to joint-sealant manufacturers for testing according to manufacturer's standard test method to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.

- B. VOC Content of Interior Sealants: Provide interior sealants and sealant primers that comply with the limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- C. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- B. Stain-Test-Response Characteristics: Where elastomeric sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- C. Single-Component Nonsag Urethane Sealant:
 - 1. Products:
 - a. Bostik Findley.
 - b. Pecora Corporation; Dynatrol I-XL.
 - c. Polymeric Systems Inc.
 - d. Sika Corporation, Inc.; Sikaflex 15LMg
 - e. MasterSeal Sonneborn: NP-1.
 - f. Tremco; DyMonic.
 - g. Tremco; Vulkem 116.
 - 2. Type and Grade: S (single component) and NS (nonsag).
 - 3. Class: 100/50.
 - 4. Use Related to Exposure: NT (nontraffic).
- D. Single-Component Silicone Sealant:
 - 1. Products:
 - a. Dow Corning Corporation; 790.
 - b. GE Silicones; SilPruf LM SCS2700.
 - c. Pecora Corporation;
 - d. Sika Corporation, Inc.;
 - e. Tremco; Spectrem 1.
 - f. Others as pre-approved.
 - 2. Type and Grade: S (single component) and NS (nonsag).
 - 3. Class: 100/50.
 - 4. Use Related to Exposure: NT (nontraffic).
 - 5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.
 - 6. Stain-Test-Response Characteristics: Nonstaining to porous substrates per ASTM C 1248.

2.3 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants.
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant.
 - a. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
- B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.2 INSTALLATION

- A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- B. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
- F. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.3 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior perimeter joints between pre-finished sheet metal trim and adjacent materials.
 - 1. Joint Sealant: Single-component nonsag urethane sealant.
 - 2. Joint-Sealant Color: Match pre-finished metal.
- B. Joint-Sealant Application: Exterior joints in pre-finished sheet metal trim.

1. Joint Sealant: Single-Component Silicone sealant.
2. Joint-Sealant Color: Clear.

END OF SECTION 07 9200

SECTION 09 9113 – EXTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes surface preparation and paint systems on the following substrates:
 - 1. Steel.
 - 2. Galvanized-Metal.
 - 3. Plastic.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.

PART 2 - PRODUCTS

2.1 PAINT, GENERAL

- A. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. Colors: As selected by Architect from manufacturer's full color line.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- C. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.

1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION AND APPLICATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Prepare PVC plastics by sanding exposed areas to scarify surface. Clean with acetone after sanding to prepare substrate to accept primer and paint.
- C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- F. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.3 EXTERIOR PAINTING SCHEDULE

- A. Steel Substrates: (Exhaust fan hoods)
 1. Alkyd System:
 - a. Prime Coat: Alkyd anticorrosive metal primer.
 - b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
 - c. Topcoat: Exterior alkyd enamel semigloss (MPI Gloss Level 5).
- B. Plastic Trim Fabrication Substrates: (PVC Vents)
 1. Acrylic Latex System:
 - a. Prime Coat: Primer, bonding, water based.
 - b. Intermediate Coat: Acrylic latex, exterior, matching topcoat.
 - c. Topcoat: Acrylic latex, exterior, semi-gloss (MPI Gloss Level 5).

END OF SECTION 09 9113

SECTION 22 1316 – DRAIN PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes the following:

1. Roof drain piping.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: Show layout of proposed drain piping under roof and locations of roof penetrations. Field verify layout with existing conditions.

1.3 QUALITY ASSURANCE

A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

B. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

C. Comply with NSF/ANSI 14, "Plastics Piping Systems Components and Related Materials," for plastic piping components. Include marking with "NSF-dwv" for plastic drain, waste, and vent piping and "NSF-sewer" for plastic sewer piping.

D. Arrangement of systems indicated on the drawings is diagrammatic, and indicates the minimum requirements for mechanical work. Site conditions shall determine the actual arrangement of systems. Take field measurements before fabrication. Be responsible for accuracy of dimensions and layout.

PART 2 - PRODUCTS

2.1 PRODUCTS

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.

2.2 PVC PIPE AND FITTINGS

- A. Solid-Wall PVC Pipe: ASTM D 2665, drain, waste, and vent.
- B. Adhesive Primer: ASTM F 656.
 - 1. Adhesive primer shall have a VOC content of 550 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - 2. Adhesive primer shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- C. Solvent Cement: ASTM D 2564.
 - 1. PVC solvent cement shall have a VOC content of 510 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - 2. Solvent cement shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- D. Transition Couplings:
 - 1. General Requirements: Fitting or device for joining piping with small differences in OD's or of different materials. Include end connections same size as and compatible with pipes to be joined.
 - 2. Fitting-Type Transition Couplings: Manufactured piping coupling or specified piping system fitting.
 - 3. Unshielded, Nonpressure Transition Couplings:
 - a. Sleeve Materials:
 - 1) For Cast-Iron Soil Pipes: ASTM C 564, rubber.
 - 2) For Plastic Pipes: ASTM F 477, elastomeric seal or ASTM D 5926, PVC.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Install materials and systems in accordance with manufacturer's requirements and approved submittals. Install materials in proper relation with adjacent construction and with uniform appearance for exposed work. Coordinate with work of other sections. Comply with applicable regulations and building code requirements.
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on coordination drawings.
- C. Install fittings for changes in direction and branch connections.

- D. Plastic, Nonpressure-Piping, Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
 - 1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
 - 2. PVC Piping: Join according to ASTM D 2855 and ASTM D 2665 Appendixes.

- E. Test sanitary drainage and vent piping according to procedures of authorities having jurisdiction or, in absence of published procedures, as follows:
 - 1. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired.

3.2 CLEANING AND PROTECTION

- A. Clean interior of piping. Remove dirt and debris as work progresses.

END OF SECTION 22 1316

Exhibit E Sample Certificate of Insurance

SAMPLE

CERTIFICATE OF LIABILITY INSURANCE



DATE (MM/DD/YYYY)
xx/xx/xxxx

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agent's Name Agent's Address	CONTACT NAME: Agent's Information	
	PHONE (A/C No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Company A (AM Best Rated A/VI or Better)		Admitted
INSURER B:		Carriers
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	Minimum
* A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	#TBD- CGL	3/1/17	3/1/18	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ \$ \$1,000,000 \$2,000,000 \$1,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:							
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	#TBD-AL	3/1/17	3/1/18	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 ~ amount varies based on paragraph 10.2.2 of the ConsensusDocs 802 contract \$
	SCHEDULED AUTOS NON-OWNED AUTOS							
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	#TBD-UMB	3/1/17	3/1/18	EACH OCCURRENCE AGGREGATE	\$ 10,000,000 \$
	DED RETENTION \$							
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A	#TBD-WC	3/1/17	3/1/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$ 500,000 \$ 500,000 \$ 500,000
	Y/N							
* E	Owners Contrators Protective Liability			#TBD-OCF	3/1/17	3/1/18	*Limits equal to CGL (or) as required by owner (Note- Would be either CGL or OCF, not both)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured on a Primary & Non-Contributory basis (CGL;AL;UMB/Excess) in favor of : (Owner) Iowa Department of Administrative Services (DAS), Officers, Directors, Members, Consultants, Agents, and Employees.
Waiver of Subrogation (CGL;AL;WC/EL;UMB/Excess) in favor of: (Owner) Iowa Department of Administrative Services (DAS), Officers, Directors, Members, Consultants, Agents, and Employees.
Project XXXX.XX (Number varies by project)

CERTIFICATE HOLDER Iowa Department of Administrative Services (DAS) 109 SE 13th Street Des Moines, IA 50319	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signature
---	--

Birches Bldg





North Side



Door appears to have been ripped off its hinges.









South Side





East Side (appears to be okay)



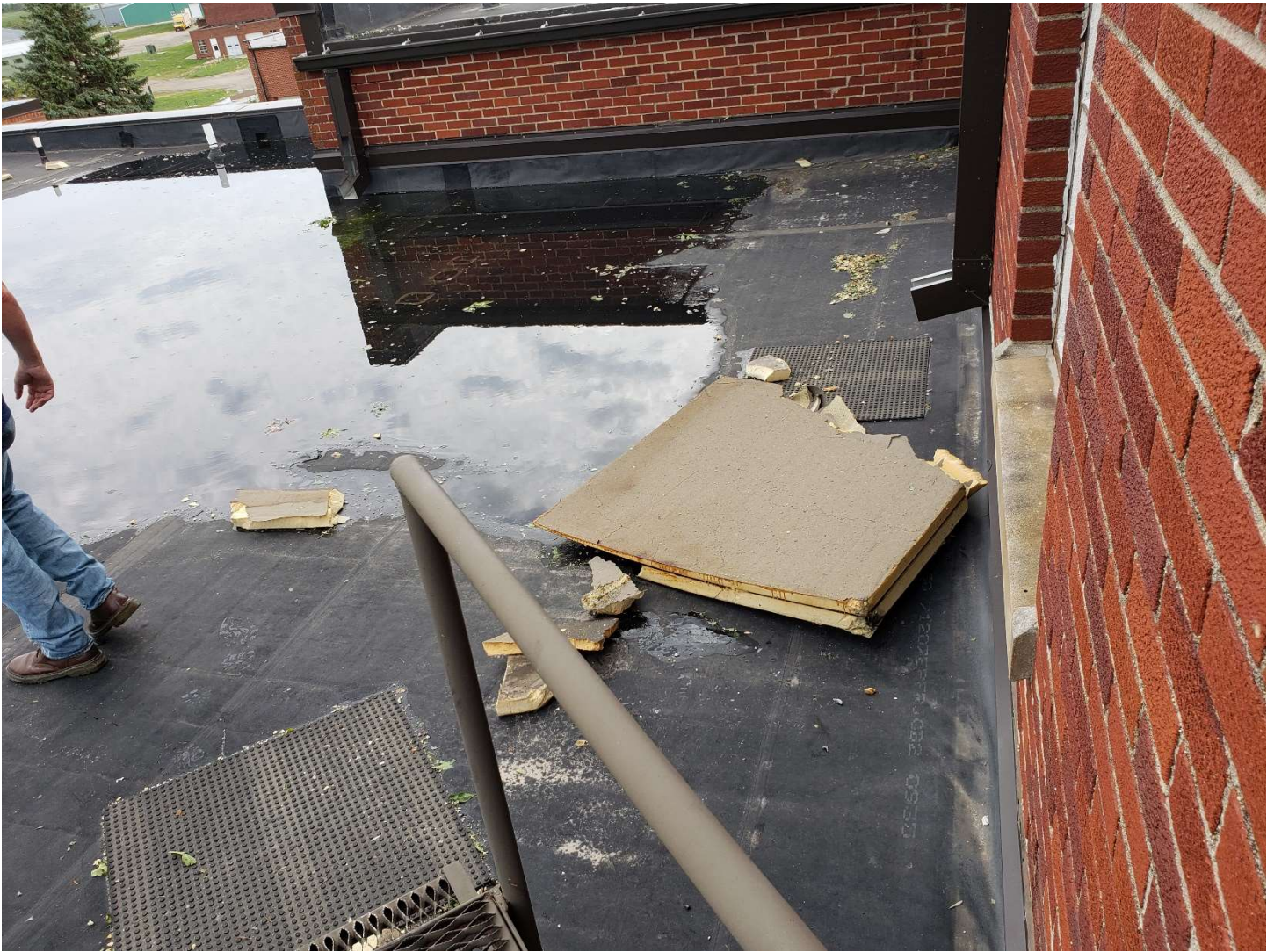


Exhibit A Pricing Form
DHS WRC Storm Damage EPDM Roofing Repairs
Woodward Resource Center

Due FRIDAY, SEPTEMBER 25, 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

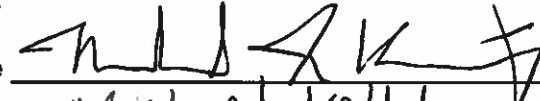
The State reserves the right to reject any or all quotes without penalty and to waive minor deficiencies and informalities if, in the judgement of the State, it's best interests will be served.

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 Storm Damage EPDM Roofing Repairs

Birches Roof Replacement (Labor and Material(s)) Lump Sum \$ \$133,583.00
Powerhouse Roof Replacement (Labor and Material(s)) Lump Sum \$ \$66,380.00
Total \$ \$199,963.00

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

Signature 
Name (Print) Michael Kelly
Title Project Manager
Company Black Hawk Roof Company
Address 419 E 19th St
City, St., Zip Cedar Falls IA 50613
Phone # (319)-277-9355 Fax # (319)-277-9366
E-mail mkelly@blackhawkroof.com

Power Plant Roof





Glass in door has shattered









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

Contract CMPC-9181.01-006

Project: 9181.00-.04 - DHS WRC Storm Repairs
 1251 334th Street
 Woodward, Iowa 50276

Story Construction Co. Exhibit #072PC (Birches)

DATE CREATED:	08/24/2020		
CONTRACT COMPANY:	Story Construction 2810 Wakefield Circle Ames, 50010	CREATED BY:	Sam Vorrie (Story Construction)
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 33521244500

DESCRIPTION:

Provide CM pre-construction services for WRC Birches Building storm repair.

#	SUB JOBS	COST CODE	DESCRIPTION	TYPE	AMOUNT
1	9181.01 Birches Storm Repairs	00-02 - Construction Manager PC	Pre-Construction Services	MM21	\$ 11,425.76
Grand Total:					\$ 11,425.76

CONTRACT TYPE: Consensus 801

DISPUTE MITIGATION PROCEDURE	Project Neutral	BINDING DISPUTE RESOLUTION	Litigation
3. CM TO PROVIDE GENERAL CONDITIONS	<input type="checkbox"/>	4. NUMBER OF VISITS FOR CONSTRUCTION MANAGER DURING CORRECTION PERIOD	As needed
CM SERVICES: OTHER SERVICES	<input type="checkbox"/>		
OTHER SERVICES			
CM Personnel Expense	\$11,193.71		
Reimbursables	\$232.05		
Total	\$11,425.76		
8. NON-REFUNDABLE PAYMENT AMOUNT	\$0.00	10. PAYMENT FOR GENERAL CONDITIONS	\$0.00
11. REIMBURSABLE COSTS LIMIT	\$232.05		
ADDITIONAL INSURANCE	None.		

EXHIBIT " 072PC " 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-.04 - DHS WRC Storm Repairs
1251 334th Street
Woodward, Iowa 50276
 - b. The Design Professional is: Genesis Architectural Design. The Design Professional's office primarily responsible for the Project is located at: 939 Office Park Road, Suite 101, West Des Moines, Iowa 50265.

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 Personnel Expense	\$11,193.71
<u>Reimbursables</u>	<u>\$232.05</u>
Total	\$11,425.76

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 \$11,425.76. 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:
 \$232.05

- 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 " 072PC " 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:

8/26/2020

Owner:

State of Iowa - DAS

By:

DocuSigned by:
Charlee Cross
A11B07258C2483

(Authorized Representative)

Name:

Charlee Cross

Title:

Chief Operating Officer General Services Enterprise

Date:

8/26/2020