



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

March 16, 2026

Kristi Onstot
Executive Council
L O C A L

Subject: Iowa Advanced Technology Laboratories Building Damaged by Fire
on August 31, 2023
University of Iowa – Board of Regents
Claim dated January 30, 2026
AOS Claim ID: 3590

In accordance with Executive Council policy, we have examined the claim for 29C.20 funds for the above-mentioned damage. It is our conclusion that the above damage incurred by the University of Iowa – Board of Regents is covered by Chapter 29C.20 of the Code of Iowa. Therefore, we recommend an Executive Council allocation in the amount of \$129,681.88 subject to an audit of actual invoices.

Sincerely,

A handwritten signature in dark ink, appearing to read "Brian R. Brustkern".

Brian R. Brustkern, CPA
Deputy Auditor of State

cc: Camille Walters Gott, Risk Management Claims Manager, University of Iowa
John Nash, Director of Facilities, Board of Regents
Keith Saunders, Associate Council and Facilities Coordinator, Board of Regents
Heather Hackbarth, Department of Management



Business Services

Risk Management, Insurance and Loss Prevention

University of Iowa
202 Plaza Centre One
Iowa City, Iowa 52242-2501
319-335-0010
Fax 319-353-1893

January 30, 2026

Executive Council of Iowa
Office of Treasurer of State
State Capitol Building
Des Moines, IA 50319

Re: University of Iowa – Iowa Advanced Technology Laboratories Fire – Preliminary Loss Report (8/31/2023) – AOS Claim #Unknown

Dear Executive Council,

On August 31, 2023, a fire occurred at Iowa Advanced Technology Laboratories, located at 205 North Madison Street, Iowa City, Iowa. The fire caused damage to the interior and exterior portions of the building, requiring repairs.

The purpose of this Preliminary Loss Report is to notify you of our current damage estimate and to request allocation of funds for clean-up and replacement of the damaged building components. Our estimated damage is approximately **\$129,681.88**. A Formal Loss Report will be provided with supporting invoice and payment documentation.

Please feel free to contact me with any questions or concerns.

Sincerely,

Camille Walters Gott

Camille Walters Gott
Risk Management Claims Manager

cc: Tammy Hollingsworth
John Nash
Keith Saunders
Debby Zumbach
Josey Bathke

Walters Gott, Camille S

From: Walters Gott, Camille S
Sent: Thursday, August 31, 2023 3:23 PM
To: executivecouncil@tos.iowa.gov; Tammy Hollingsworth; John Nash (john.nash@iowaregents.edu)
Cc: Bathke, Josey; Zumbach, Debby J
Subject: University of Iowa - Iowa Advanced Technology Laboratories - Property Loss Notice
Attachments: Univ of Iowa IATL Fire 8-31-2023.pdf

Hello,

Risk Management was notified on 8/31/2023 of an incident at the Iowa Advanced Technology Laboratories (IATL), located at 205 North Madison Street, Iowa City, Iowa. On 8/31/2023, there was fire that caused exterior and interior damage to the building. We are investigating the incident, and the estimated damages are expected to exceed \$5,000. Attached is a photo of the fire damage at IATL.

We will submit a preliminary loss report once we have a better estimate.

Please let me know if there are any questions.

Thank you

Camille Walters Gott

Manager, Risk Management Insurance and Loss Prevention
202 Plaza Centre One, 125 S Dubuque St, Iowa City, Iowa 52242
Office: 319-335-5357
<https://riskmanagement.fo.uiowa.edu/>

The logo for the University of Iowa, featuring the word "IOWA" in a bold, yellow, serif font.



Department of Risk Management
Insurance & Loss Prevention
202 Plaza Centre One (PCO)
Iowa City, IA 52242-2500
Phone 319-335-0010

General Fund Property 29C:20 Cost Estimate - IATL Fire

Building:	Iowa Advanced Technology Laboratories (IATL)				Date of Loss:	8/31/2023
Department:	Facilities Management				Completed by:	Camille Walters Gott
					UI Claim #:	PR-22136-SUI
					AOS 29C:20 Claim #:	#Unknown
Category	Reference #	Vendor	PO	Voucher	Cost Estimate	
Building	1B Prelim	FM Materials - Job 24-777735	N/A	Ticket 84059	\$	233.25
Building	2B Prelim	Menards - Job 24-777735	N/A	P0492094	\$	248.63
Building	3B Prelim	CMBA Architects - Project 1064001	CS5206	84709824	\$	6,000.00
Building	4B Prelim	Portzen Construction - Project 1064001	CT8957	85273574	\$	123,200.00
					Building Estimate	\$ 129,681.88
Category	Reference #	Vendor	PO	Voucher	Cost Estimate	
Equipment	N/A	None			\$	-
Equipment	N/A	None			\$	-
					Equipment Estimate	\$ -
					ESTIMATE TOTAL	\$ 129,681.88



84059

Counter Release

84059

Counter Release Receipt

Counter Release			
Description:	201		
Released By:	TKNOTTNERUS (TERRY KNOTTNERUS)	Reference:	
Released To:	MHUBBARD (MICHAEL HUBBARD)	Warehouse:	MAINT (MAINTENANCE STORES WAREHOUSE (MAIN))
Release Date:	Sep 5, 2023 7:07 AM	Total Cost:	\$233.25
Line Items			

Line	Part:	9970000 (HOSE, GARDEN 50' GRAINGER #1P864 / #423H83)	Unit Cost:	\$54.91
1	Bin:	MAINT-9970000	UOM:	EA
	Equipment:		Qty on Hand:	14.00
	Work Order:	24-777735 (IATL-8/31/2023 @13:07-Dispatched by Campus Safety for fire alarm at building. Cause was a structure fire between the metal cladding and the weather barrier on the Southwest side of the building. Assign to Shop 211. Contact: David Logan 319-631-2172)	Released Qty:	4.00
	Phase:	002 (IATL-8/31/2023 @13:07-Dispatched by Campus Safety for fire alarm at building. Cause was a structure fire between the metal cladding and the weather barrier on the Southwest side of the building. Assign to Shop 211. Contact: David Logan 319-631-2172)	Returned Qty:	0.00
	Pick Ticket:		SubTotal:	\$219.63

Line	Part:	9878000 (NOZZLE, HOSE GRAINGER #3NVD9)	Unit Cost:	\$13.62
2	Bin:	MAINT-9878000 (NOZZLE, HOSE GRAINGER #3NVD9)	UOM:	EA
	Equipment:		Qty on Hand:	7.00
	Work Order:	24-777735 (IATL-8/31/2023 @13:07-Dispatched by Campus Safety for fire alarm at building. Cause was a structure fire between the metal cladding and the weather barrier on the Southwest side of the building. Assign to Shop 211. Contact: David Logan 319-631-2172)	Released Qty:	1.00
	Phase:	002 (IATL-8/31/2023 @13:07-Dispatched by Campus Safety for fire alarm at building. Cause was a structure fire between the metal cladding and the weather barrier on the Southwest side of the building. Assign to Shop 211. Contact: David Logan 319-631-2172)	Returned Qty:	0.00
	Pick Ticket:		SubTotal:	\$13.62

Signature _____

Date _____

MENARDS - IOWA CITY
2605 Naples Ave
Iowa City, IA 52240

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 11/30/23

If you have questions regarding the
charges on your receipt, please
email us at:
IOWAfrontend@menards.com



Sale Transaction

Tax Exempt Certificate ID: 2669196
Exempt Type: Public School or College

TARP CANVAS 12X16		
2356963	2 @94.99	189.98 NT
TEKS 10X1-7/16 PLY DRILL		
2326943		29.98 NT
1/4 X 1 FENDER WASHER		
2329552		4.39 NT
FASTFIT LEATHER XL		
6605889		21.99 NT
IMPACT 2" PHILLIPS #2 1P		
2526841		2.29 NT

TOTAL SALE	248.63
VISA CREDIT 0892	248.63

PO # fatl
Auth Code:093317
Chip Inserted
a000000031010
TC - 3de821a5e66bac82

TOTAL NUMBER OF ITEMS = 6

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
2317

GUEST COPY

The Cardholder acknowledges receipt of
goods/services in the total amount shown
hereon and agrees to pay the card issuer
according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Carole

68211 10 5706 09/01/23 12:26PM 3091

MENARDS - IOWA CITY

Rebate Receipt



2317000273510570645188309106

11% Rebate on Everything (35A)

Rebate #2317

Offer valid 08-28-23 Thru 09-04-23

Final mailing date 09-25-23

Store: 3091

To obtain rebate form, pickup at Rebate
Center in store, or go to www.menards.com
and download as needed. Rebate is in the
form of a Menards Merchandise Credit
Check.

See rebate form for terms and conditions
related to rebate submission.

11% Rebate Amount	27.35
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68211 10 5706 09/01/23 12:26PM 3091

AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL

Board of Regents, State of Iowa
Architect / Engineer
October 2022 Edition

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ARTICLE 1 AGREEMENT

- 1.1 This Agreement is made by and between the Owner, Board of Regents, State of Iowa, acting for The University of Iowa and the Design Professional, for services in connection with the Project entitled and briefly described in Article 11 at the end of this Agreement.
- 1.2 The Design Professional shall comply with all provisions of the University of Iowa Design Standards and Procedures October 10, 2022 edition and all amendments (preferments) issued prior to the execution of this agreement.

ARTICLE 2 GENERAL PROVISIONS

The Owner and the Design Professional agree as set forth below:

- 2.1 **STANDARD OF CARE** The Design Professional shall furnish or provide the architectural and engineering services necessary to design the Project in accordance with the Owner's program requirements and as described in Article 11 and as described in the solicitation for services if applicable. The architectural and engineering services shall include Basic Services plus Additional Services as may be authorized by the Owner. Services shall be performed in accordance with the standard of professional skill and care required for a Project of similar size, scope, and complexity.
- 2.2 **RELATIONSHIP OF THE PARTIES** The Design Professional accepts a relationship of trust and confidence with the Owner for this Agreement and will cooperate and exercise the skill and judgment required above in furthering the interests of the Owner. The Design Professional represents that it possesses the skill, expertise, and licensing to perform the 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. Section 2.2 is not intended to create a fiduciary or employment relationship between the Owner and the Design Professional.
- 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, ensuring at a minimum to: (a) each avoid conflicts of interest and disclose any promptly to the other Party; and (b) each warrant that it has not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers, and employees, subconsultants, or others for whom they may be liable, to secure preferential treatment.
- 2.5 **DEFINITIONS**
 - 2.5.1 "Addendum" is a written or graphic instrument issued by the Design Professional before execution of the construction contract(s) that modifies or interprets the Construction Documents by additions, deletions, clarifications, or corrections.
 - 2.5.2 "Agreement" means the Agreement Between Owner and Design Professional as modified and exhibits and attachments made part of this Agreement upon its execution.

- 2.5.3 "Business Day" are all Days, except weekends and official federal or state holidays where the Project is located.
- 2.5.4 "Construction Documents" are written and graphic documents prepared or assembled by the Design Professional for communicating the design of the Project and administering the contract for its construction.
- 2.5.5 "Constructor" means the person or entity retained by the Owner to perform Work for the Project and includes the Constructor's Representative.
- 2.5.6 "Cost of Construction" means the total cost to Owner of those portions of the entire Project designed or specified by the Design Professional. Cost of Construction does not include the Design Professional's compensation and expenses and Owner's expenses associated with the Project or the cost of other services to be provided by others to the Owner.
- 2.5.7 "Day" means a calendar day.
- 2.5.8 "Design Professional" is the person or entity identified in Article 1 and includes the Design Professional's representative.
- 2.5.9 The "Drawings" are the graphic and pictorial portions of the Construction Documents, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. Drawings are intended to show general arrangements, design, and dimensions of Work and are partly diagrammatic.
- 2.5.10 "Final Completion" occurs on the date when the Constructor's obligations under the Agreement are complete and accepted by the Owner. This date shall be confirmed by a Certificate of Final Completion signed by the Owner.
- 2.5.11 "Laws" mean federal, state, and local laws, ordinances, codes, rules, and regulations applicable to the Services and to which the Design Professional must comply that are enacted as of the Agreement date.
- 2.5.12 "Others" mean other contractors, material suppliers, and persons at the Worksite who are not employed by the Constructor or Subcontractors.
- 2.5.13 "Owner" is the person or entity identified in the Agreement and includes the Owner's Representative.
- 2.5.14 "Parties" mean the Owner and Design Professional collectively.
- 2.5.15 The "Project," as identified in the Agreement, is the building, facility, or other improvements to be designed by the Design Professional for which the Constructor is to perform Work under the Agreement Between the Owner and Constructor. It may also include construction by the Owner or Others.
- 2.5.16 The "Schedule of the Work" is the document prepared by the Constructor that specifies the dates on which the Constructor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from the Owner.
- 2.5.17 "Services" mean the services provided by the Design Professional or by consultants retained by the Design Professional for the Project.
- 2.5.18 The "Specifications" are that portion of the Construction Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- 2.5.19 A "Subcontractor" is a person or entity retained by the Constructor 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.
- 2.5.20 A "Subsubcontractor" is a person or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's Work.
- 2.5.21 "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner may occupy or utilize the Project, or a designated portion, for the use for which it is intended. This date shall be confirmed by a Certificate of Substantial Completion signed by the Owner and the Design Professional.

2.5.22 "Work" means the construction and services necessary or incidental to fulfill the Constructor's obligations for the Project in conformance with the Agreement Between the Owner and Constructor. The Work may refer to the whole Project or only a part of the Project if work is also being performed by the Owner or Others.

2.5.23 "Worksite" means the geographical area of the Project location 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 provided by the Owner. The Design Professional shall confirm its understanding of such requirements with the Owner and shall assist the Owner to refine or make clarifications in writing if applicable to the Owner's program for the Project.

3.1.2 The Design Professional shall not proceed with the development of successive Construction 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;

3.1.2.2 those documents identified by the Constructor and reasonably accepted by the Owner as presenting constructability problems; and

3.1.2.3 those documents needing revisions to reflect clarifications and assumptions and allowances on which the Cost of Construction is based.

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

3.1.4 The Design Professional shall assist the Owner with filing required documents with governmental authorities having jurisdiction over the Project, including filing documents required to obtain permits necessary for construction of the Project.

3.1.5 The Design Professional shall not be responsible for the acts or omissions of the Owner, the Constructor, 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 except as provided in this Agreement.

3.1.6 Services to be provided by the Design Professional shall be rendered in a timely manner.

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 the following under Article 11 Service Details: (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, Constructor, or Others. If professional design services are to be furnished by the Owner, Constructor, 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, Constructor or Others shall not be responsible for the adequacy of such performance and design criteria. Design services furnished by a Party other than the Design Professional shall be obtained from licensed design professionals, who shall affix their signature and seal on all Drawings, Specifications, calculations, and submittals prepared by them, and the Design Professional shall be entitled to rely upon the adequacy, accuracy, and completeness of such design services.

The Design Professional shall make all modifications to the Construction Documents necessitated by errors, omissions or inadequacies identified in reviews by Owner Representatives during any and all phases of Services.

The Design Professional shall utilize the Board of Regents, State of Iowa, documents that comprise Division 00, which contain the Bidding Requirements, Contract Forms and Conditions of the construction contract as furnished by the Owner.

3.2.1 **COST ESTIMATES** The Design Professional shall prepare for the Owner's review and approval (a) a preliminary estimate of the Cost of Construction utilizing area, volume, or similar conceptual estimating techniques and based upon the Owner's Program and (b) updated estimates of the Cost of Construction at the completion of the specific Service. See Document Submittal / Final Deliverables table under Article 11 for further details.

- 3.2.1.1 The Design Professional shall make every reasonable effort to design the Project so that actual Cost of Construction does not exceed the budgeted cost for construction contained in this Agreement. The Design Professional shall promptly notify the Owner's Representative in writing when the Design Professional believes that the budgeted Cost of Construction might be exceeded.
- 3.2.1.2 If the statement of probable Construction Cost required in Section 3.2 exceeds the budgeted Cost of Construction, the Owner may choose to revise the Project scope and/or quality as required to reduce the probable Construction Cost. If the Owner chooses to proceed in this manner, the Design Professional shall be responsible for all costs associated with modifying the design.
- 3.2.2 **PROJECT SCHEDULE** The Design Professional shall prepare for the Owner's review and approval a preliminary Project Schedule as set forth under Article 11. If the Constructor has been retained to provide preconstruction services as part of the Work, the Design Professional shall coordinate and update the Project Schedule with the Schedule of the Work prepared by the Constructor. The Design Professional shall make appropriate recommendations if any Project Schedule shows a deviation from previously approved Project Schedules.
- 3.2.3 **SCHEMATIC DESIGN DOCUMENTS** Based on the Owner's program, including any approved refinements or clarifications, the Design Professional shall prepare, for the Owner's review and 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; tabulation of areas showing the net assignable and gross square foot areas, volumes, and dimensions; and preliminary selections of materials and systems. The Design Professional shall submit the designated quantity of the Schematic Design Documents as identified in Article 11. When the Design Professional submits the Schematic Design Documents, the Design Professional shall identify in writing for the Owner's approval all material 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** The Design Development Documents shall 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. When Schematic Design is included in the Agreement under Article 11, the Design Professional shall prepare, for the Owner's review and approval, Design Development Documents based on the approved Schematic Design Documents, the Schematic Design Cost of Construction and Schematic Design Project Schedule. Design Development Documents shall include, as applicable, plans, sections, and elevations; revised tabulation of areas; 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 for the Owner's approval all material changes and deviations that have taken place from the Schematic Design Documents and the previously approved estimate of the Cost of Construction and Project Schedule. The Design Professional shall submit the designated quantity of the Design Development Documents as identified in Article 11.
- 3.2.5 **CONSTRUCTION DOCUMENTS** The Construction Documents shall describe all Work necessary to bid and construct the Project. The Design Professional shall prepare, for the Owner's review and 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 Laws. When Design Development is included in the Agreement under Article 11, the Design Professional shall prepare, for the Owner's review and approval, Construction Documents based on the approved Design Development Documents, the Design Development Cost of Construction and Design Development Project Schedule. When the Design Professional submits the Construction Documents, the Design Professional shall identify in writing for the Owner's approval all material changes and deviations that have taken place from the Design Development Documents and the previously approved estimate of the Cost of Construction and Project Schedule. The Design Professional shall submit the designated quantity of the Construction Documents and copies of the tabulation of areas as identified in Article 11.
- 3.2.5.1 The Design Professional shall consult with the Owner's Representative to identify bidding strategies including alternates required to protect the integrity of the budgeted Cost of Construction.
- 3.2.5.2 The Construction Documents shall comply with all applicable Laws and regulations pertinent to the Project. The Design Professional shall obtain and forward to the Owner letters of approval from all applicable agencies prior to receipt of bids.

- 3.2.5.3 The Design Professional of record and appropriate Consultants shall place their individual information blocks with certifications, seals, signatures and dates on the original title page of the Construction Documents. The information block shall include the numbers of the pages or sheets, which are covered by certification. The Design Professional shall deliver one set of Construction Documents (Drawings and Specifications) to the Owner with certifications required prior to the bid date of the Project.
- 3.2.6 **DESIGN COORDINATION** The Design Professional shall coordinate the services of all design consultants for the Project. The Design Professional shall promptly report any known errors or omissions to the Owner. However, the Design Professional does not assume an affirmative responsibility to detect errors, omissions, or inconsistencies in the design consultant's services that are not retained by the Design Professional.
- 3.2.7 **BIDDING OR NEGOTIATION ASSISTANCE** The Design Professional shall assist the Owner in obtaining bids or negotiated proposals from constructors by providing electronic files of Drawings, Specifications, and any Addendum, attending pre-bid or pre-award meetings, clarifying the scope and intent of the Construction Documents, and, if appropriate, evaluating proposed constructor's subcontractors and material suppliers for portions of the Work. The Design Professional shall issue any addenda or clarifications promptly in writing.
- 3.2.7.1 The Design Professional of Record shall affix professional's certification to the Addendum as required in Article 3, Subparagraph 3.2.5.3. The Design Professional shall deliver one copy of all Addenda to the Owner.
- 3.2.7.2 If the lowest bonafide bid exceeds the budgeted Construction Cost for construction, the Owner may choose to revise the Project scope and/or quality as required to reduce projected construction costs. If the Owner chooses to proceed in this manner, the Design Professional shall be responsible for all costs associated with modifying, printing and issuing the Construction Documents as necessary to obtain new bids.
- 3.2.8 **CONSTRUCTION PHASE SERVICES** The Construction Phase will commence upon the issuance of a written Notice of Award from the Owner to the Constructor with simultaneous notification to the Design Professional. The Design Professional shall (a) review and advise the Owner as to the sufficiency of the schedule of values submitted by the Constructor for the Work, (b) review and advise the Owner as to the sufficiency of the Project Schedule with the Schedule of the Work submitted by the Constructor and approved by the Owner, (c) prepare design documents, including Instructions to Constructors, in connection with change orders, and (d) respond to Constructor requests for information (RFI). The Design Professional shall furnish to the Owner and, if directed, to the Constructor interpretations and clarifications of the Drawings and Specifications, by means of additional Drawings, Addenda, Instruction to Constructor 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.
- 3.2.8.1 The Design Professional shall review the Constructor's submittals, including shop drawings, product data, and samples, and make recommendations about such submittals to the Owner within ten (10) Business Days of receiving the submittals from the Constructor, unless mutually agreed otherwise by the Design Professional, Constructor, and Owner. The Design Professional shall check the Constructor's submittals for conformance with the design and the scope of the Project and for compliance with the Construction Documents. The Design Professional's review shall not extend to the Constructor's means, methods, techniques, sequences, or procedures, unless such means, methods, techniques, sequences, or procedures have been specified by the Construction Documents.
- 3.2.8.2 The Design Professional shall assist the Owner in the evaluation of requests for changes in the Work. Based on its evaluation, the Design Professional shall make a recommendation to the Owner's Representative in writing within five (5) working Days of a receipt of requests for changes in the Work.
- 3.2.8.3 The Design Professional shall visit the Worksite at appropriate intervals 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 Documents. 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 to the Owner such testing or inspection procedures and appropriate consultants. 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.

3.2.8.4 The Design Professional shall not be responsible for the Constructor'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.

3.2.8.5 The Design Professional shall assist the Owner as requested in processing the Constructor's applications for payment. Based on the Design Professional's on-site observations and other relevant information, the Design Professional shall recommend and certify upon request to the Owner the amounts due the Constructor and that the Work has progressed to the point indicated in the payment application based on the schedule of values submitted by the Constructor. The Design Professional will interpret the Construction Documents and judge the performance thereunder by both the Owner and the Constructor as follows:

The Design Professional will render interpretations necessary for the proper execution or progress of the Work to the Owner within five (5) working Days of receipt of Contractor's application for payment when requested by the Owner.

3.2.8.6 The Design Professional's certification for payment shall not be a representation that the Design Professional has: (a) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (b) reviewed construction means, methods, techniques, sequences, or procedures for the Constructor's Work; (c) reviewed copies of requisitions received from Subcontractors and Material Suppliers and other data requested by the Owner to substantiate the Constructor's right to payment; or (d) ascertained how or for what purpose the Constructor has used money previously paid. The Design Professional shall be entitled to rely on the Constructor's certification as to the application of moneys previously paid.

3.2.8.7 The Design Professional shall attend meetings with the Owner and the Constructor upon reasonable request of the Owner.

The Design Professional shall keep meeting minutes, prepare a report of each meeting and distribute copies to the Owner's Representative, Design Professional Representative and Constructor for distribution.

3.2.8.8 The Design Professional shall assist the Owner in conducting inspections to determine the date or dates of the Constructor'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, without unscheduled disruption.

The Design Professional shall assist the Owner in conducting inspections to determine the Constructor's Final Completion of the Work.

3.2.8.9 In the course of conducting on-site observations to determine the dates of Substantial Completion and Final Completion, the Design Professional, along with appropriate Consultants, shall develop and submit to the Owner, a list of contract items to be completed or corrected (punch list). The Design Professional shall assist the Owner in establishing appropriate warranty and guarantee commencement dates for various items of mechanical, electrical and conveying equipment.

3.2.8.10 COMMISSIONING If requested by the Owner, the Design Professional shall assist with the implementation of formal commissioning including the start-up and/or operation of all building systems that are part of the Work.

3.2.8.11 If requested by the Owner, the Design Professional shall visit the Worksite during the Constructor's one-year correction period to assist the Owner in evaluating the need for any corrective measures.

3.2.8.12 The Design Professional will interpret the Construction Documents and judge the performance thereunder by both the Owner and the Constructor as follows:

3.2.8.12.1 Claims, disputes and other matters in question between the Constructor and the Owner relating to the execution or progress of the Work or the interpretations of the Construction Documents may be referred initially to the Design Professional for recommendation, which the Design Professional will render in writing to the Owner within a reasonable time.

3.2.8.12.2 All interpretations and recommendations of the Design Professional shall be consistent with the intent of and reasonably inferable from the Construction Documents and will

be in writing or in the form of Drawings. In the Design Professional's interpretations and judgments, the Design Professional will endeavor to secure faithful performance by both the Owner and the Constructor, will not show partiality to either, and will not be liable for the result of any interpretation or judgment rendered in good faith.

3.2.9 **RECORD DOCUMENTS** The Design Professional shall update the Construction Documents as necessary to track all changes from Bidding through acceptance of the Constructor's construction contract. Within thirty (30) Days after the Owner accepts the Constructor's construction contract or the Design Professional receives the Constructor's as-builts whichever is later, the Design Professional shall furnish the Owner with record documents.

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 at the Worksite relating to or in the area of the Hazardous Material without written mutual agreement.

To the extent permitted by Section 7.1.4 and to the extent not caused by the wrongful or negligent acts or omissions of the Design Professional, its agents, successors and assigns, the Owner shall be responsible for all claims, damages, losses, costs and expenses incurred in connection with any dispute resolution process arising out of or relating to the performance of Services at the Worksite in an area affected by Hazardous Material.

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, 3.2, and 11.3:

- 3.3.1 assistance with the preparation of the Owner's program and planning surveys including the review and incorporation of existing building plans and field verification of existing conditions of the project site;
- 3.3.2 surveys, site evaluations, legal descriptions, and aerial photographs;
- 3.3.3 soils, subsurface, and environmental studies, reports, and investigations required for submission to governmental authorities or others having jurisdiction over the Project;
- 3.3.4 artistic renderings, models, and mockups of the Project or any part of the Project;
- 3.3.5 inventories of existing furniture, fixtures, furnishings, and equipment which might be under consideration for incorporation into the project;
- 3.3.6 interior design and related services, including procurement and placement of furniture, furnishings, artwork, and decorations;
- 3.3.7 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;
- 3.3.8 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, and other specialty systems which are not otherwise required by this Agreement;
- 3.3.9 estimates, proposals, appraisals, consultations, negotiations, and services in connection with the repair or replacement of an insured loss;
- 3.3.10 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 Project Schedule for causes that are the responsibility of the Design Professional;
- 3.3.11 serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project in which the Design Professional is not a Party;
- 3.3.12 providing Services relating to Hazardous Material discovered at the Worksite;
- 3.3.13 out-of-town travel by the Design Professional in connection with Services, except between the Design Professional's office, the Owner's office, and the Worksite;

- 3.3.14 services requested by the Owner or required by the Work that are not normally part of generally accepted design and construction practice and not otherwise required by this Agreement;
- 3.3.15 furnishing services related to the suspension of construction work;
- 3.3.16 performing formal commissioning services;
- 3.3.17 audio/visual equipment;
- 3.3.18 other additional services as agreed to by the Parties and identified in Article 11.
- 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. 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. Consultants retained by the Design Professional for the services covered by this Agreement are identified under Article 11.
- 3.6 **DESIGN PROFESSIONAL'S REPRESENTATIVE** The Design Professional's representative shall possess full authority to receive and act on instructions from the Owner. If the Design Professional changes its representative or his/her authority, the Design Professional shall immediately notify the Owner in writing. The Design Professional's representation is identified under Article 11.
- 3.7 **KEY PROJECT PERSONNEL** The key Project personnel whom the Design Professional shall assign are as set forth in Article 11. Such personnel shall not be changed without the written approval of the Owner, which approval shall not be unreasonably withheld.
- 3.8 **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 required by the Owner or selected by the Design Professional and incorporated in the design documents of the Design Professional. The Design Professional warrants that it possesses the copyright or has obtained permission to use the 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, indemnify, and hold the Owner, the Constructor, and Subcontractors harmless from all suits or claims for infringement of any third-party patent rights or copyrights arising out of such selection.
- 3.9 **CONFIDENTIALITY** Certain information disclosed by the Owner to the Design Professional pursuant to this Agreement may be considered confidential consistent with State and Federal law. The Owner will identify in writing any information that is confidential and the reason therefor. The Design Professional shall treat as confidential and not disclose to third parties, except as necessary for the performance of this Agreement or as required by law, any information designated by the Owner in writing as confidential.
- 3.10 The Design Professional and Consultants retained by the Design Professional shall comply with any health safety measures required by the Owner. Such requirements may change from time to time, at the discretion of the Owner. The Owner's Representative shall provide the Design Professional with reasonable notice.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES PROVIDED BY 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;
 - 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 this Agreement, necessary approvals, rezoning, easements and assessments, fees, and charges required for the use, occupancy, or renovation of permanent structures, including legal and other required services. The information required by Subsection 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.

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.

Services required to correct design errors, omissions, or deficiencies that become apparent during construction or after completion of the Project shall be provide by the Design Professional at no additional compensation.

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 shall be fully acquainted with the Project; agrees to furnish the information and services required of the Owner pursuant to Section 4.1 in a timely manner; and 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 his/her authority, the Owner shall immediately notify the Design Professional in writing.

4.2.1 The Director of Design & Construction or designee shall be the principal representative of the Owner. All communications between the Owner and Design Professional shall be made through the Owner's Representative. The Owner's Representative shall be at all meetings with the Design Professional and other institutional personnel during the Project.

4.2.2 The Owner's Representative shall meet and confer with the Design Professional and the Design Professional's Consultants as necessary to ensure complete understanding and communication relative to the needs and requirements of the Project. The Owner's Representative shall notify the Design Professional in writing of any change in the written program/requirements.

ARTICLE 5 TIME

5.1 TIME FOR SERVICES Time is of the essence. The Design Professional shall provide the Services required by this Agreement in conformance with the most recent Project Schedule approved by the Owner.

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 its standard of care, the Design Professional shall compensate the Owner for and indemnify it against all damages that may accrue as a result of such delay, including but not limited to third party claims. 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.

ARTICLE 6 COMPENSATION AND PAYMENTS

6.1 COMPENSATION FOR BASIC SERVICES

6.1.1 Compensation for Basic Services as described in Section 3.1 and 3.2 shall be as set forth in Article 11.

6.2 ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

6.2.1 For Additional Services as described in Section 3.3, compensation shall be stipulated at the time of occurrence.

6.2.2 The Design Professional shall be compensated for the Reimbursable Expenses at their actual cost. Reimbursable Expenses are in addition to the compensation for Basic Services and include actual expenditures made by the Design Professional or its Consultants, in the interest of the Project for the expenses listed on the University's website and the following subparagraphs:

6.2.2.1 Reimbursable travel expenses shall be limited to those incurred in travel on behalf of the Project when authorized by the Owner's Representative.

6.2.2.2 If authorized by the Owner, expenses for reproduction and distribution of documents shall be considered to be reimbursable expenses.

6.2.2.3 The Design Professional shall have the right under this Article to claim reimbursable expenses for any items not specifically covered herein, provided that such reimbursable expenses are identified as such and are authorized in writing by the Owner's Representative prior to being incurred.

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 summarizing the activities of the previous month (and outstanding issues or planned activities for the following month.) 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 shall not exceed the amounts identified in Article 11 for Basic Services at the completion of each Phase of the Design Professional's Services.

6.3.2 Preparation of Invoices. Invoices for Basic and Additional Services and Reimbursable Expenses shall be prepared in accordance with the Owner's standard invoice and shall be accompanied with documentation for services and reimbursable expenses. Upon receipt of payment from the Owner, the Design Professional shall promptly make payment to its consultants as appropriate.

6.3.2.1 Acceptance of final payment shall constitute a waiver of all claims by the Design Professional and Its Consultants for compensation for its Services.

6.3.3 Should there be any claim or obligation asserted before or after final payment is made that arises from 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 or obligation, including any action brought or judgment recovered.

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. Records shall be kept for the duration of the Statute of Limitations that governs when this Agreement was executed and made available to the Owner on request or shall be made available for examination by the Owner's authorized representative at mutually convenient times at no expense to the Owner.

6.3.6 Termination of the Project. In the event the Owner decides for any reason to terminate the Project, the Design Professional shall be paid for services satisfactorily performed and unpaid Reimbursable Expenses incurred prior to receipt of written notice from the Owner.

6.3.7 Deferral of the Project. If action on the Project is deferred for more than one year, the Design Professional's compensation shall be subject to renegotiation for the uncompleted portion of the Project.

- 6.3.8 Termination of the Agreement. In the event the Agreement is terminated for any reason, the Design Professional shall be paid for services satisfactorily performed and unpaid Reimbursable Expenses incurred prior to receipt of written notice of termination.

ARTICLE 7 INDEMNITY AND INSURANCE

7.1 INDEMNITY

- 7.1.1 To the fullest extent permitted by law, the Design Professional shall indemnify and hold harmless the Owner, the Owner's officers, directors, members, consultants, agents, employees, successors and assigns (the Indemnitees) from and against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees arising out of a claim for bodily injury and/or property damage, but only to the extent caused by any wrongful or negligent act or omission in the performance of the terms and conditions of this Agreement of the Design Professional, its consultants or anyone employed by any of them or anyone for whose acts or omissions any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person.
- 7.1.2 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 employment benefit acts. The requirements for insurance are not intended to limit, qualify or restrict the liabilities and obligations otherwise assumed by the Design Professional in this Agreement, including provisions concerning indemnification.
- 7.1.3 The Owner will require any Constructor performing the Work in connection with the Construction Documents produced under this Agreement to hold harmless and indemnify the Owner and the Design Professional, its consultants and each of their officers, agents and employees from any and all claims, losses, damages or expenses arising out of the Constructor's or its Subcontractor's wrongful or negligent acts or omissions in the performance of the Work described in the Construction Documents, but not including liability that may be due to the wrongful or negligent acts or omissions of the Owner, the Design Professional, their Consultants or their officers, agents and employees.
- 7.1.4 To the extent permitted by Iowa Code Chapter 669 and Article VII, Section 1 of the Iowa Constitution the Owner shall be responsible for all claims, damages, losses and expenses directly arising out of a claim for bodily injury and/or property damage, but only to the extent caused by the negligent act or omission of the Owner in the performance of the terms and conditions of this Agreement.

7.2 INSURANCE

- 7.2.1 Before commencing its Services and as a condition of payment, the Design Professional and its consultants shall purchase all required insurance at the time of the execution of this Agreement and maintain such insurance for the duration of the Project or to meet statute of limitations, whichever is longer, as will protect it from claims arising out of the performance of its Services under this Agreement.
- 7.2.2 The Design Professional shall maintain in effect all insurance coverage required under the subsections immediately below with insurance companies lawfully authorized to do business in the state of Iowa and hold a current financial rating from A. M. Best of no less than A-, financial size VII. Total limit requirements can be met through individual primary policies or in combination with an umbrella or excess policy that follows form of the underlying or primary coverages. In addition, the Design Professional shall require its consultants to maintain insurance limits and endorsements listed below.

The below insurance policies, with the exception of Professional and Workers Compensation, shall name three entities, State of Iowa; Board of Regents, State of Iowa; and The University of Iowa as additional insureds.

The Design Professional and its consultants shall waive subrogation rights against the State of Iowa, and the Board of Regents, State of Iowa, and The University of Iowa for any claim paid or payable by any of the below-required insurance policies.

Neither the Owner, nor any additional insured required to be so named under this Agreement shall participate in any policy deductible or retention for claims. Any such deductible or retention shall be the sole responsibility of the Design Professional.

- 7.2.2.1 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE applicable to cover liability imposed by State statutes having jurisdiction over Design Professional's employees. Employers' Liability coverage is required with at least the following limits of liability:
 - a. \$500,000 each accident.
 - b. \$500,000 disease each employee.
 - c. \$500,000 disease policy limit.
- 7.2.2.2 COMMERCIAL GENERAL LIABILITY INSURANCE covering all work and operations under the Agreement, including contractual liability insurance for the liability assumed in subsection 7.2.2 with at least the following limits of liability as a minimum:
 - a. \$2,000,000 per occurrence.
 - b. \$2,000,000 general aggregate.
 - c. \$2,000,000 products/completed operations aggregate.
 - d. \$2,000,000 personal and advertising injury limit.
 The General Liability Insurance must be endorsed with additional insured form CG 2026 or equivalent and on a primary and non-contributory basis, form CG 20 01 or equivalent.
- 7.2.2.3 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE with a combined single limit for bodily injury and property damage of not less than \$1,000,000 with respect to owned, leased, hired, and non-owned vehicles assigned to or used in performance of this Agreement.
- 7.2.2.4 UMBRELLA OR EXCESS LIABILITY INSURANCE of no less than \$2,000,000 per occurrence providing excess of the General Liability, Automobile Liability and Employers Liability. Insurance coverage must follow form of the underlying or primary coverage.
- 7.2.3 PROFESSIONAL LIABILITY INSURANCE for claims arising from the negligent performance of services under this Agreement, which shall be written for not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. The Professional Liability Insurance shall contain coverage sufficient to cover all Services performed by the Design Professional for this Project. These requirements shall be continued in effect for the entire term of the Agreement plus five (5) years following final payment to the Design Professional. In the event The Design Professional is required to change carriers during the Project or for the required years after the Project, the Design Professional must notify the Owner immediately and procure coverage that includes all prior acts for the Project's full scope of Work. The deductible or retention shall be paid by the Design Professional.
- 7.2.4 The Design Professional shall furnish to the Owner certificates of insurance evidencing the required coverage and endorsements listed in this Section 7.2,-and, if requested by the Owner, a copy of its Professional Liability policy. No policy shall be cancelled without thirty (30) Days' prior written notice to the Owner.

ARTICLE 8 TERMINATION

- 8.1 TERMINATION BY EITHER PARTY Should either Party be in material breach of this Agreement, the other Party may give written notice to the breaching Party that it intends to terminate this Agreement for default absent appropriate corrective action upon seven (7) Days from receipt. Upon such time and absent appropriate corrective action, the non-breaching party may terminate this Agreement in writing.
- 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 Services performed to the date of termination, in accordance with this Agreement.
- 8.3 This Agreement shall terminate upon final acceptance of the Work of the Project and acceptance of the scope outlined in Article 3, Paragraph 3.2.9 of this Agreement.

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 Any dispute between the Design Professional and the Owner regarding, but not limited to Project budget, Project scope, Project layout, or types and quality of materials, shall be submitted in writing within twenty-one (21) days after occurrence of the event giving rise to the claim. 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. If not resolved by the Owner's Representative within ten (10) days, then the Design Professional may submit in writing the issues(s) in dispute to the University Senior Vice President for Finance & Operations as the University President's designee. The determination of the University Senior Vice President for Finance & Operations is the final institutional decision.

ARTICLE 10 MISCELLANEOUS

- 10.1 **OWNERSHIP OF TANGIBLE DOCUMENTS** The Owner shall receive Ownership of all documents, Drawings, Specifications, electronic data, and information 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 the Design Professional under Sections 8.1 and 8.2.
- 10.1.1 **COPYRIGHT** The Owner shall own any resulting copyright in the Project Construction Documents as a work for hire and shall have the right to use, to reproduce, and to make derivative works of the Construction Documents. If for any reason the Work would not be considered a work made for hire under applicable law, the Design Professional does hereby sell, assign, and transfer to the Owner, its successors and assigns, the entire right, title and interest in and to the Project Construction Documents. The Design Professional shall not acquire a copyright for Project Construction Documents but shall be permitted to retain copies including reproducible copies or electronic data of the Drawings, Specifications and other Project documents.
- 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 own any resulting copyright and have the right to use, to reproduce, and to make derivative works of the Construction Documents to complete the Project provided payment has been made pursuant to Article 6.
- 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 at the Owner's sole risk.
- 10.1.4 **DESIGN PROFESSIONAL'S USE OF DOCUMENTS** The Owner hereby grants a limited license to the Design Professional to reuse Construction 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, assignment of copyrights and rights of use that correspond to the rights assigned 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 **EXTENT OF AGREEMENT** Except to the extent expressly provided in this 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.
- 10.3 **DOCUMENTS IN ELECTRONIC FORM** If the Owner requires that the Owner, Design Professional, and Constructor exchange documents and data in electronic or digital form, prior to any such exchange, the Owner, Design Professional, and Constructor shall agree on a written protocol governing all exchanges, 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. Notwithstanding other provisions in this Agreement, printed documents and sets shall not be required if such documents are required to be prepared and transmitted in electronic form.
- 10.4 **ASSIGNMENT** Except as to the assignment of proceeds, neither the Owner nor the Design Professional shall assign their interest in this Agreement without the prior written consent of the other.
- 10.5 **GOVERNING LAW AND VENUE** This Agreement shall be governed by the law in State of Iowa, and any action or suit arising out of or related to this Agreement shall be initiated in the courts in the county in which the project is located.
- 10.6 **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.

- 10.7 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.
- 10.8 TITLES The title given to the articles and sections are for ease of reference only and shall not be relied upon or cited for any other purpose.
- 10.9 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly reviewed, 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.
- 10.10 ELECTRONIC TRANSACTIONS AND EXECUTION IN COUNTERPARTS

10.10.1 To the fullest extent permitted by Iowa Code Chapter 554D, the parties agree that electronic records, signatures, systems, formats, transmissions and communications (collectively, Electronic Transactions) may be utilized for this Project and this Agreement and all related documents, records, submissions, approvals, and communications (Ancillary Agreements). The parties agree that electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. The parties further agree that Electronic Transactions may be relied on for the purposes of binding information transfer for this Project. Unless otherwise agreed to in writing by the parties, the following shall be deemed an acceptable electronic signature for the purposes of this subsection: an electronic symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

In the event the laws, rules, or regulations of a third party governmental agency or entity do not permit the use of Electronic Transactions or Electronic Signatures, then this section shall not apply but only to the extent necessary to comply with the laws, rules, or regulations of the third party governmental agency or entity.

- 10.10.2 This Agreement, and any Ancillary Agreements, may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement, or any Ancillary Agreement, transmitted by any means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such Ancillary Agreement.
- 10.11 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.
- 10.12 EQUAL EMPLOYMENT OPPORTUNITY

10.12.1 The Design Professional shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, physical or mental disability or status as a U.S. veteran. The Design Professional shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, physical or mental disability, or status as a U.S. veteran except where it relates to a bona fide occupational qualification. Such action shall include, but not be limited in the following; employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation, and, selection for training, including apprenticeship. The Design Professional agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth provisions of this nondiscrimination clause.

10.12.2 The Design Professional shall, in all solicitations or advertisements for employees placed by or on behalf of the Design Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sex, age, physical or mental disability, or status as a U.S. veteran except where it relates to a bona fide occupational qualification.

10.12.3 The Design Professional shall send to each labor union or representative of workers with which the Design Professional has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Design Professional's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

10.12.4 The Design Professional shall comply with all relevant provisions of state and federal laws and regulations. The Design Professional shall furnish all information and reports requested by the Owner or required by or pursuant to the rules and regulations herein and shall permit access to payroll and employment records by

the Owner or the Owner's Representatives for the purposes of investigation to ascertain compliance with such rules, regulations or requests, or with this nondiscrimination clause.

- 10.12.5 In the event of the Design Professional's noncompliance with the nondiscrimination clauses of the Agreement or with any of the aforesaid rules, regulations or requests, this Agreement may be canceled, terminated or suspended in whole or in part and the Design Professional may be declared ineligible for further Agreements with the Owner. In addition, the Owner may take such further action, and such other sanctions may be imposed and remedies invoked, as provided by the Code of Iowa as heretofore and hereafter amended, or by the rules and regulations of the Owner or as otherwise provided by law.
- 10.12.6 The Design Professional shall include the provisions of this Article 6 hereof in every agreement with Professional Consultants unless specifically exempted by approval of the Owner, in accordance with the rules and regulations of said Owner, so that such provisions shall be binding on each Professional Consultant. The Design Professional shall take such action with respect to any Professional Consultant as the Owner or the Owner's authorized representative may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Design Professional becomes involved in, or is threatened with, litigation by a Professional Consultant as a result of such direction by the Board of Regents, State of Iowa or its institutions, the Design Professional may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

ARTICLE 11 MODIFICATIONS TO THE AGREEMENT:

- 11.1
- The following Paragraphs have been deleted from this Agreement: **None**
- 11.2
- The following Paragraphs have been modified in this Agreement: **None**
- 11.3
- The following Paragraphs have been added to this Agreement:
- 11.3.1
- PROJECT NUMBER: **1064001**
- 11.3.2
- PROJECT TITLE: **Iowa Advanced Technology Laboratories - Fire Recovery Restoration In-Kind for 8/31 and 9/1 Damage**
- 11.3.3
- PROJECT SCOPE: **Replace fire damaged wall and roof areas.**
- 11.3.4
- BUDGETED COST OF CONSTRUCTION: **TBD**
- 11.3.5
- DESIGN PROFESSIONAL: **CMBA Architects PC of Des Moines, Iowa**
- 11.3.6
- PROJECT REPRESENTATIVES:
- 11.3.6.1
- Owner's Representative Designee: **Michael Thomas**
- 11.3.6.2
- Design Professional's Project Representative: **Kent Lutz**
- 11.3.6.3
- Design Professional's BuildUI Invoicing Contact: **Amy Darling**
- 11.3.6.4
- Design Professional's Record Documents Contact: **Tim Schuck**
- 11.3.6.5
- Consultants retained by the Design Professional for services covered by this Agreement are: **None**
- 11.3.7
- SERVICES DETAILS:**
- The Design Professional shall provide Design Services for repair of fire damaged areas of the existing enclosure.

ANTICIPATED PERMITTING:

Not Applicable

WORK BY OWNER OR OTHERS:

Not applicable

SERVICES EXCLUDED:

Not Applicable

NOTES:

Will require direct communication with constructors for detailing and constructability.

PROJECT SCHEDULE:

Construction Documents – 4weeks
Record Documents - 2 weeks

- 11.3.8
- DOCUMENT SUBMITTAL/ FINAL DELIVERABLES TABLE:
- 11.3.8.1
- The Design Professional for DP PSA shall provide to the Owner the hardcopies (HC) and the electronic files (E) of the documents identified below:

DELIVERABLE	CONSTRUCTION DOCUMENTS	CONSTRUCTION PHASE
DRAWINGS	E	NA
RECORD DOCUMENTS	NA	E

11.3.9 COMPENSATION AND PAYMENTS: The Owner shall compensate the Design Professional in accordance with the articles of this Agreement.

11.3.9.1 For Services, compensation shall be a stipulated sum of **Six Thousand and 00/100 Dollars (\$6,000.00)**.

11.3.9.2 During the course of the Project, payments to the Design Professional shall not exceed the following percentages of the total compensation due under the Agreement. When Total compensation is Stipulated Sum, payment shall be commensurate with the actual work completed, but not exceeding the phase limit.

BASIC SERVICES	Fee Amount in \$s	Fee Amount as %
CONSTRUCTION DOCUMENT	\$ 5,000.00	83.33%
CONSTRUCTION PHASE	\$ 500.00	8.33%
RECORD DOCUMENTS	\$ 500.00	8.33%
TOTAL	\$ 6,000.00	100.00%

11.3.9.3 For Reimbursable Expenses, as defined in Article 6, compensation shall not exceed **Five Hundred and 00/100 Dollars (\$500.00)**.

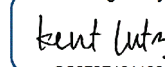
REIMBURSABLE EXPENSES TABLE	Fee Amount in \$
AUTOMOBILE MILEAGE	\$ 500.00
Total	\$ 500.00

This Agreement becomes effective the day and year signed by the Owner below:

Design Professional:

CMBA Architects PC

DocuSigned by:

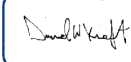
By: 
CC273E1311884B1...
Kent Lutz

Date: 11/10/2023

Owner:

The University of Iowa

DocuSigned by:

By: 
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David W. Kieft
University Business Manager

Date: 11/13/2023

Construction Manager: Brian J Beneke

FORM OF AGREEMENT BETWEEN CONSTRUCTOR AND OWNER

This AGREEMENT made the 10th day of May in the year Two Thousand Twenty Four BY AND BETWEEN Portzen Construction, hereinafter called the Constructor, and the Board of Regents, State of Iowa, hereinafter called the Owner, on behalf of The University of Iowa, WITNESSETH, that the Constructor and the Owner for the considerations hereinafter named agree as follows:

Article 1. Scope of the Work - The Constructor shall furnish all of the materials and perform all of the Work shown on the Drawings and/or described in the Specifications entitled:

Iowa Advanced Technology Laboratories -
Fire Recovery Restoration In-Kind for 8/31 and 9/1 Damage
1064001

prepared by CMBA Architects, acting as and, in these Contract Documents entitled, the Design Professional. The Constructor shall do everything required by this Agreement, and the Contract Documents for the completion of the Contract.

Article 2. Commencement and Completion of Work - The work to be performed under this Agreement shall be completed in 180 calendar days from the commencement of the Contract Time. It is agreed that the Contract Time is of prime importance and of the essence of this Agreement and that failure to complete the Work on schedule will cause the Owner to sustain substantial damages. The Contract Time will, however, be extended in the event of occurrence of any conditions described in Paragraph 6.3 of the General Conditions of the Contract.

Article 3. The Contract Sum - The Owner shall pay the Constructor for the performance of the Contract, subject to additions and deductions provided therein, in current funds the NET CONTRACT SUM indicated below:

BASE PROPOSAL	\$123,200.00
Alternate No. 1	NONE
NET CONTRACT SUM	\$123,200.00

Article 4. Progress Payments - The Owner will make partial progress payments to the Constructor not more than once a month on the basis of a certified estimate of the work performed and material satisfactorily stored, the value of which is substantiated by vendors' priced invoices, as set forth in the General Conditions of the Contract. The Owner will withhold five percent (5%) from each progress payment, after any applicable adjustment in accordance with this Agreement, until final payment, consistent with the provisions of Chapters 262 and 573 of the Code of Iowa.

Article 5. Acceptance and Final Payment - Final payment of the remaining portion of the contract will be made thirty days after fulfillment of all requirements of the Contract Documents and acceptance by the Board of Regents, State of Iowa, provided no claims have been filed against payments due the Constructor.

Article 6. The Contract Documents - This instrument, together with the documents enumerated below, form the Contract, and they are as fully a part of the Contract as if hereto attached:

1. Advertisement for Bids
2. Addendum(a) – Numbers NONE
3. Notice of Award
4. Contract Performance and Payment Bond
5. General Conditions
6. 00 73 13 Institution Requirements
7. 00 74 13 Project Requirements
8. General Requirements (Division 01)
9. Drawings

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts as of the day and year first above written.

Portzen Construction

Constructor

Signed By


(Principal)

Typed Name Michael J. Portzen

President

(Title)

Countersigned:

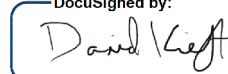


Kelly McAuliffe, Project Manager Assistant

(Title)

Approved for the University of Iowa

DocuSigned by:


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David W. Kieft,
University Business Manager

CONTRACT PERFORMANCE AND PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

Portzen Construction of Dubuque, Iowa,

(hereinafter called the "Principal"), a corporation, partnership or individual duly authorized by law to do business as a construction constructor in the state of Iowa, and
United Fire & Casualty Company

of Iowa (hereinafter called the "Surety"), a corporation duly authorized to do a surety business under the laws of the state of Iowa, are held and firmly bound unto the Board of Regents, State of Iowa (hereinafter called the "Obligee"), in the penal sum of

ONE HUNDRED TWENTY-THREE THOUSAND, TWO HUNDRED AND NO/100 DOLLARS
\$123,200.00

lawful money of the United States, for the payment of which well and truly to be made unto the said Obligee, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that, whereas on the 10th day of May, 2024, the said Principal entered into a written Agreement with Obligee for

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located at Iowa City, Iowa, as set forth in detail in the Advertisement for Bids, Instructions to Bidders, Accepted Bid, General, Special and/or Supplementary Conditions, Technical Specifications, Drawings, and other related Contract Documents referred to in said Agreement, all of which are hereby made a part hereof as if written herein at length.

NOW, THEREFORE, if the said Principal shall well and truly perform and complete said project in strict accordance with said Agreement including completion of construction within the time limits specified, together with full compliance with other requirements set forth by Advertisement for Bids, Instructions to Bidders, Accepted Bid, General, Institution and Project Requirements, Technical Specifications, Drawings, Guarantees, and other related Contract Documents shall comply with all the requirements of the laws of the state of Iowa, shall pay as they become due all just claims for work or labor performed and materials furnished in connection with said Agreement, and shall defend, indemnify, and save harmless Obligee against any and all liens, encumbrances, damages, claims, demands, expenses, costs, and charges of every kind including patent infringement claims except as otherwise provided in said specifications and other Contract Documents, arising out of or in relation to the performance of said work and the provisions of said Agreement, then these presents shall be void; otherwise they shall remain in full force and effect in any manner necessary to guarantee completion of the Contract in full compliance with the Contract Documents and within the construction period stated therein.

The Principal and the Surety on this bond hereby guarantee the full performance of said Agreement by the Principal and hereby covenant and agree to save the Obligee harmless from any and all defaults or failures of the Principal to so perform, and to pay, to the extent of the amount of this bond, any and all damages occasioned to the Obligee by the failure of the Principal to fully perform as required under his Contract.

This obligation is made for the use of said Obligee and also for the use and benefit of all persons who may perform any work or labor or furnish any material in the execution of said Agreement and

may be sued on thereby in the name of said Oblige. The Principal and Surety on this bond hereby agree to pay to all persons, firms, or corporations having contracts directly with the Principal or with subcontractors all just claims due them for labor performed or material furnished in the performance of the Contract on account of which this bond is given, when the same are not satisfied out of the portion of the Contract price which the Oblige is required to retain until completion of the public improvement, but the Principal and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the Contract price shall have been established as provided by law.

Every Surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

- a. To any extension of time to the Constructor in which to perform the Contract.
- b. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
- c. That no provision of this bond or of any other contract shall be valid which limits to less than one year from the time of acceptance of the Work the right to sue on this bond for defects in workmanship or material or construction in non-compliance with the Contract Documents not discovered or known to the Oblige at the time such Work was accepted.

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hereof in two (2) original counterparts as of the 16th day of May, 2024.

Portzen Construction

Principal

Signed By



Typed Name Michael J Portzen

Title President

Surety United Fire & Casualty Company

Signed By



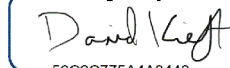
Typed Name Eric DeSousa

Title Attorney-in-Fact

SEAL

Approved for the University of Iowa

DocuSigned by:



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David W. Kieft,
University Business Manager

INSURANCE

UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

SCOTT A. DESOUSA, MARK J. PHALEN, DAN WELLIK, SHIRLEY M. SHANNON, ERIC DESOUSA, LAUREN MOSER, JENA WILWERT, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

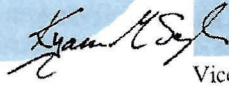
This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of December, 2021

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: 

Vice President

State of Iowa, County of Linn, ss:

On 1st day of December, 2021, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



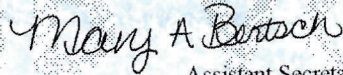


Notary Public

My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 16th day of May, 2024

By: Assistant Secretary,
UF&C & UF&I & FPIC

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