

The Board of Supervisors met on 12/3/24 at 10:00 a.m. in the Story County Administration Building. Lisa Heddens, Linda Murken, and Latifah Faisal, with Heddens presiding. (all audio of meetings available at [storycountyiowa.gov](http://storycountyiowa.gov); any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6th Street, Nevada, Iowa)

**ADOPTION OF AGENDA:** Murken moved, Faisal seconded adopting the agenda as presented. Motion carried unanimously (MCU) on a roll call vote.

**MINUTES:** 11/26/24 Minutes – Faisal moved, Murken seconded approving the 11/26/24 Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) new hire, effective 12/16/24, in Sheriff's Office for Michael Mosinski @ \$19.52/hr; 2) pay adjustment, effective 12/1/24, in a) Animal Control for Katelyn Cash @ \$28.10/hr; b) Engineer/SR for Andrew Naumann @ \$3,967.54/bw; c) Sheriff's Office for Cody Hamilton @ \$3,302.40/bw; Shelby Starling @ \$2,549.60/bw; effective 12/15/24 in a) Attorney's Office for Amie Cerka @ \$32.59/hr; Natalie Heiderscheit @ \$4,168.39/bw; Kollan Kolthoff @ \$3,684.25/bw; b) Board of Supervisor's for Stephanie McCarty @ \$28.10/hr; c) Sheriff's Office for Clark Blau @ \$2,820.80/bw; Nathan Gruis @ \$3,301.60/bw; Tammy Sonich @ \$21.95/hr. Murken moved, Faisal seconded the approval of Personnel Actions as listed. Roll call vote. (MCU)

**CLAIMS:** 12/5/24 Claims for \$ 1,218,121.00 (run date 11/27/24), 25 pages, on file in the Auditor's Office and authorize the Auditor to issue checks in payments of these claims and payment requests from CIDTF (\$1,942.39), Emergency Management (\$0), E911 (\$495.59), County Assessor (\$3,940.16), City Assessor (\$13,524.47), Central Iowa Community Services (\$854,417.73), General Election Workers (\$86,487.02). Faisal moved, Murken seconded approving claims as presented. Roll call vote. (MCU)

Murken moved, Faisal seconded approving Consent Agenda as listed.

1. Certificate of Appointment of Lee Schelonka as Deputy Sheriff, effective 11/17/24
2. Contract between Story County and Graphite Construction for Range House, effective 12/3/24-6/3/25, for \$710,000.00
3. Fire alarm monitoring agreement at Hazel Group Home (TLC) with Midwest Alarm Services, effective 10/1/24-9/30/25, for \$450.00
4. Resolution #25-48, to Abate Property Taxes on Parcel Owned by a Political Subdivision, pursuant to *Code of Iowa* §445.63
5. License Fees between Story County and HBS for Microsoft 365 Software and Maintenance, effective 10/20/24-10/20/25, for \$74,225.10, requested to be paid with American Rescue Plan Act (ARPA) Revenue Loss Funds
6. Road Closure Resolution: #25-09

Roll call vote. (MCU)

**UPCOMING AGENDA ITEMS:** Heddens reported next week's agenda will have a letter of support for the City of Zearing for a grant.

**LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:** All Board members reported on upcoming meetings and items.

Murken moved, Faisal seconded to adjourn at 10:05 a.m. Roll call vote. (MCU)

Story County Board of Supervisors  
Tentative Agenda  
Administration Building,  
900 6th St., Nevada, IA  
12/3/24

1. SPECIAL NOTE TO THE PUBLIC: (3) - This Meeting Is Also Being Offered Via Zoom. While Joining Via Zoom, If You Have A Question And/Or Comment, You May Raise Your Hand To Speak During Public Forum Or Use The Chat Feature And The Chair Will Ask The Zoom Moderator To Review All Comments During Public Forum.

Members of the public can participate by using the information below:

To join the zoom meeting by computer, tablet, smartphone :

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <HTTPS://US02WEB.ZOOM.US/J/84068041164?PWD=F8FOEWLWOCBJMLT38A4FCLRFM0H6GN.1>

Passcode: 751099

Or One tap mobile:

+13017158592,,84068041164# US (Washington DC)

+13052241968,,84068041164# US

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or  
+1 646 931 3860 or +1 929 205 6099 or +1 360 209 5623 or +1 386 347 5053 or +1 507  
473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 689 278 1000  
or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 840 6804 1164

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. ADOPTION OF AGENDA:
5. PUBLIC COMMENT #1:  
This comment period is for the public to address topics on today's agenda
6. CONSIDERATION OF MINUTES:
  - I. 11/26/24 Minutes  
  
Department Submitting Auditor
7. CONSIDERATION OF PERSONNEL ACTIONS:
  - I. Action Forms
    - 1) new hire, effective 12/16/24, in Sheriff's Office for Michael Mosinski @

\$19.52/hr; 2) pay adjustment, effective 12/1/24, in a) Animal Control for Katelyn Cash @ \$28.10/hr; b) Engineer/SR for Andrew Naumann @ \$3,967.54/bw; c) Sheriff's Office for Cody Hamilton @ \$3,302.40/bw; Shelby Starling @ \$2,549.60/bw; effective 12/15/24 in a) Attorney's Office for Amie Cerka @ \$32.59/hr; Natalie Heiderscheid @ \$4,168.39/bw; Kollan Kolthoff @ \$3,684.25/bw; b) Board of Supervisor's for Stephanie McCarty @ \$28.10/hr; c) Sheriff's Office for Clark Blau @ \$2,820.80/bw; Nathan Gruis @ \$3,301.60/bw; Tammy Sonich @ \$21.95/hr

Department Submitting Auditor

8. CONSIDERATION OF CLAIMS:

I. 12/5/24 Claims

Department Submitting Auditor

Documents:

CLAIMS 120524.PDF

9. CONSENT AGENDA:

(All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time the Board votes on the motion.)

I. Consideration Of Certificate Of Appointment Of Deputy Sheriff Lee Schelonka Effective 11/17/2024

Department Submitting Sheriff

Documents:

SCHELONKACERTIFICATE OF APPT.PDF

II. Consideration Of Contract Between Story County And Graphite Construction For Range House 12/3/24 - 6/3/25 For \$710,000.00 (Budgeted)

Department Submitting Facilities Management

Documents:

A105 2017 PARTIALLY EXECUTED.PDF

III. Consideration Of Fire Alarm Monitoring Agreement At Hazel Group Home (TLC) With Midwest Alarm Services For \$450.00 10/1/24-9/30/25

Department Submitting Facilities Management

Documents:

MIDWEST FIRE HAZEL.PDF

IV. Consideration Of Resolution #25-48, To Abate Property Taxes On Parcel Owned By A Political Subdivision

Department Submitting Auditor

Documents:

RES2548.PDF

V. Consideration Of License Fees Between Story County And HBS For Microsoft 365 Software And Maintenance, Effective 10/20/24 - 10/20/25 For \$74,225.10 Requested To Be Paid With ARPA Revenue Loss Funds

Department Submitting Information Technology

Documents:

HBS MICROSOFT 365.PDF

VI. Consideration Of Road Closure Resolution(S) #25-09

Department Submitting Engineer

Documents:

RC 25 09.PDF

10. UPCOMING AGENDA ITEMS:

11. PUBLIC COMMENT #2:

Comments from the Public on Items not on this Agenda. The Board may not take any Action on the Comments due to the Requirements of the Open Meetings Law, but May Do So In the Future.

12. LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:

13. ADJOURNMENT:

Story County strives to ensure that its programs and activities do not discriminate on the basis of race, color, national origin, sex, age or disability. Persons requiring assistance, auxiliary aids or services, or accommodation because of a disability may contact the county's ADA coordinator at (515) 382-7204.

Story County Board of Supervisors  
Agenda  
12/3/24

NAME

AGENCY

~~Maria Jern~~  
Crystal Davis  
Cory Pitlapp

~~city of zeoring mayor~~  
BDS  
Alliance

# CERTIFICATE OF APPOINTMENT OF DEPUTY SHERIFF

STATE OF IOWA, STORY COUNTY, ss.

I, Paul H. Fitzgerald, Sheriff of Story County, Iowa, do hereby constitute and appoint Lee David Schelonka as deputy sheriff and do hereby authorize and empower him to do and perform in my name as such Deputy Sheriff, all acts and things that may lawfully be done by him as such Deputy Sheriff beginning the 17<sup>th</sup> day of November, A.D. 2024.

Given under my hand this 22<sup>nd</sup> day of November, A.D. 2024.

  
Paul H. Fitzgerald  
Sheriff of Story County

STATE OF IOWA, STORY COUNTY, ss.

I, Lee David Schelonka, having been appointed a Deputy Sheriff of Story County, Iowa, under Paul H. Fitzgerald, Sheriff of Story County, Iowa, do solemnly swear that I will support, protect and defend the Constitution and Government of the United States and of the State of Iowa, against all enemies, domestic or foreign; that I will bear true faith, loyalty and allegiance to the same; that I will faithfully and diligently discharge all of the duties of my superior officers; that I will conform to and enforce the laws of the State of Iowa, and the ordinances of the County of Story; that I will, in letter and spirit, support and obey the rules and regulations governing the Story County Sheriff's Office; that I will not be influenced in the discharge of my duty by fear, favor, reward or personal prejudice; that I will always conduct myself in such a manner as to reflect credit upon my fellow officers and the Story County Sheriff's Office; and in all acts and doings I will be conscious of the fact that I am in the service of the Story County Sheriff and of my fellow man, so help me God.

  
Lee David Schelonka

Subscribed and sworn to before me, this 22<sup>nd</sup> day of November, A.D. 2024.



  
Notary

Above appointment approved by the Board of Supervisors of Story County, this 3<sup>rd</sup> day of December, A.D. 2024.

  
Story County Board of Supervisors

Attest:   
Story County Auditor



# AIA® Document A105® – 2017

## Standard Short Form of Agreement Between Owner and Contractor

**AGREEMENT** made as of the 29th day of October in the year 2024  
*(In words, indicate day, month and year.)*

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

Story County Board of Supervisors  
900 6<sup>th</sup> Street  
Nevada, IA 50201

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

Graphite Construction  
1955 NE 58<sup>th</sup> Avenue  
Des Moines, IA 50313

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

Story County Sheriff Range House 2024

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

Roseland, Mackey, Harris PC  
1615 Golden Aspen Drive, Suite 110  
Ames, IA 50010

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
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- 8 CONTRACTOR
- 9 ARCHITECT
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated September 17, 2024 , and enumerated as follows:

Drawings:

Number	Title	Date
See Attached Drawings List		

Specifications:

Section	Title	Pages
See Attached Table of Contents		

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
#1	October 1, 2024	9
#2	October 11, 2024	15

init.

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

**ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

**§ 2.2 Date of Commencement:**

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.  
*(Insert the date of commencement if other than the date of this Agreement.)*

**§ 2.3 Substantial Completion:**

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:  
*(Check the appropriate box and complete the necessary information.)*

- Not later than One hundred eighty-two ( 182 ) calendar days from the date of commencement.
- By the following date:

**ARTICLE 3 CONTRACT SUM**

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Seven hundred ten thousand and no/100 ( \$ 710,000.00 )

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:  
*(Itemize the Contract Sum among the major portions of the Work.)*

Portion of the Work	Value
None	

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:  
*(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

Extend Concrete Paving \$6,000.00

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:  
*(Identify each allowance.)*

Item	Price
None	

§ 3.5 Unit prices, if any, are as follows:  
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
None		

**ARTICLE 4 PAYMENTS**

§ 4.1 Based on Contractor’s Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

*(Insert below timing for payments and provisions for withholding retainage, if any.)*

Payment is due 30 days after receiving Contractor’s Application for Payment

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

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

1.5 % one and one half percent

**ARTICLE 5 INSURANCE See Attached Supplementary Conditions**

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

*(Paragraphs deleted)*

**§ 5.1.7 Other Insurance Provided by the Contractor**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits
----------	--------

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance and shall provide property insurance to cover the value of the Owner’s property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner’s property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor’s obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner’s property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect’s consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

**ARTICLE 6 GENERAL PROVISIONS**

**§ 6.1 The Contract**

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

**§ 6.2 The Work**

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor’s obligations.

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### **§ 6.3 Intent**

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

### **§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents**

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

*(Paragraphs deleted)*

## **ARTICLE 7 OWNER**

### **§ 7.1 Information and Services Required of the Owner**

**§ 7.1.1** If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

**§ 7.1.2** Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

**§ 7.1.3** Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

### **§ 7.2 Owner's Right to Stop the Work**

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

### **§ 7.3 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

### **§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 7.4.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

**§ 7.4.2** The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

## **ARTICLE 8 CONTRACTOR**

### **§ 8.1 Review of Contract Documents and Field Conditions by Contractor**

**§ 8.1.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 8.1.2** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

## **§ 8.2 Contractor's Construction Schedule**

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

Contractor agrees to immediately notify Owner and Architect in writing of any anticipated change to the construction schedule. The construction schedule shall not be modified unless the Architect determines that such modification is reasonably necessary and approves and certifies the modification in writing.

## **§ 8.3 Supervision and Construction Procedures**

**§ 8.3.1** The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

**§ 8.3.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

## **§ 8.4 Labor and Materials**

**§ 8.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

**§ 8.4.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

## **§ 8.5 Warranty**

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

## **§ 8.6 Taxes**

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

## **§ 8.7 Permits, Fees and Notices**

**§ 8.7.1** The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

**§ 8.7.2** The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

## **§ 8.8 Submittals**

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

## **§ 8.9 Use of Site**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

### **§ 8.10 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

### **§ 8.11 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

### **§ 8.12 Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

## **ARTICLE 9 ARCHITECT**

**§ 9.1** The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 9.2** The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

**§ 9.3** The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

**§ 9.4** Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

**§ 9.5** The Architect has authority to reject Work that does not conform to the Contract Documents. In the event the Architect rejects work for nonconformance, the Architect may withhold or nullify certification of payment until the work is corrected, in accordance with Section 12.3 and 7.3.

**§ 9.6** The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 9.7** On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

**§ 9.8** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

**§ 9.9** The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

## **ARTICLE 10 CHANGES IN THE WORK**

**§ 10.1** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be

Init.

adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit *to the extent approved and certified by the architect in accordance with Section 12.3.*

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment *to the extent approved and certified by the architect in accordance with Section 8.2 and 12.3.*

## ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment *to the extent approved and certified by the architect in accordance with Section 8.2.*

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

## ARTICLE 12 PAYMENTS AND COMPLETION

### § 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

### § 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

**§ 12.4 Progress Payments**

**§ 12.4.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

**§ 12.4.2** The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

**§ 12.4.3** Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

**§ 12.4.4** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

**§ 12.5 Substantial Completion**

**§ 12.5.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

**§ 12.5.2** When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 12.6 Final Completion and Final Payment**

**§ 12.6.1** Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

**§ 12.6.2** Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

**§ 12.6.3** Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

**ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

**ARTICLE 14 CORRECTION OF WORK**

**§ 14.1** The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

**§ 14.2** In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

## ARTICLE 15 MISCELLANEOUS PROVISIONS

### § 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

### § 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

### § 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

## ARTICLE 16 TERMINATION OF THE CONTRACT

### § 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

### § 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

### § 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed *to the extent approved and certified by the architect in accordance with Section 12.3.*

**ARTICLE 17 OTHER TERMS AND CONDITIONS**  
*(Insert any other terms or conditions below.)*

This Agreement entered into as of the day and year first written above.  
*(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)*



**OWNER (Signature)**

*Lisa K. Heckens, Chair*

*(Printed name and title)*



**CONTRACTOR (Signature)**

**RUSSELL CAREW, PRES.**

*(Printed name and title)*

**LICENSE NO.: C132049**

**JURISDICTION: IOWA**

## **ARCHITECTURAL**

- A0.0 TITLE SHEET
- A2.0 FLOOR PLAN
- A2.1 CEILING PLAN
- A2.2 ENLARGED RR PLANS & ELEVATIONS
- A3.0 ELEVATIONS
- A4.0 BUILDING SECTIONS
- A4.1 BUILDING SECTIONS
- A4.2 WALL SECTIONS
- A4.3 EXTERIOR DETAILS
- A5.0 SCHEDULES

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G1.02	LEGEND
G2.02	GENERAL NOTES & DETAILS
C1.01	EXISTING CONDITIONS & REMOVALS
C2.01	GEOMETRICS
C3.01	EROSION CONTROL & GRADING
C4.01	UTILITIES

## Mechanical

- ME0 SYMBOLS, LEGEND & DRAWING INDEX
- ME1 UNDERFLOOR PLUMBING PLAN
- ME2 PLUMBING PLAN
- ME3 HVAC PLAN
- ME4 POWER & SYSTEMS PLAN
- ME5 LIGHTING PLAN
- ME6 DETAILS
- ME7 SCHEDULES
- ME8 SCHEDULES

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- S2 Foundation and Ceiling Plans
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<b>00 7200</b>	<b>GENERAL CONDITIONS</b>	<b>1</b>
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23 1126	FACILITY LIQUEFIED-PETROLEUM GAS PIPING
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23 8200	CONVECTION HEATING AND COOLING UNITS

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**SECTION 00 7300  
SUPPLEMENTARY CONDITIONS**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 00 7200 - General Conditions and other provisions of the Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

**1.02 MODIFICATIONS TO AIA A201**

- A. **ARTICLE 11.5 - PERFORMANCE BOND AND PAYMENT BOND**
  - 1. Add the following subparagraph:
    - a. 11.5.3: The bond value requirements are as follows:
      - 1) Provide bonds on AIA A312.
      - 2) Provide a 100 percent Performance Bond.
      - 3) Provide a 100 percent Payment Bond.
      - 4) Deliver bonds within 7 days after execution of the Contract.
- B. **ARTICLE 17: INSURANCE**
  - 1. Insurance coverage shall not be less than the following:
    - a. Worker's Compensation:
      - 1) Statutory limits
    - b. Contractor's General Liability on an occurrence basis, limit applies per this project:
      - 1) Each occurrence: \$1,000,000
      - 2) Fire damage: \$100,000
      - 3) Medical expense per person: \$5,000
      - 4) Personal & Adv. Injury: \$1,000,000
      - 5) General aggregate: \$2,000,000
      - 6) Products-Comp/Op Aggregate: \$2,000,000
    - c. All Automobile Public Liability:
      - 1) Personal injury: \$1,000,000/\$1,000,000
      - 2) Property damage: \$100,000 each occurrence
    - d. Contractor's Excess Liability:
      - 1) Combined bodily injury and property damage: \$5,000,000 over primary
    - e. Builder's Risk insurance: All risk contract value to be provided by the Owner.
  - 2. All Contractor's insurance policies shall name the Architect and the Owner as additional insured's for b., c., and d. above.

**1.03 ADDITIONAL ARTICLE - DEFINITIONS**

- A. **PRODUCTS:** Means new material, machinery, components, equipment, fixtures, and systems forming the work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work. Products may also include existing materials or components required for re-use.
- B. **FURNISH OR SUPPLY:** To supply and deliver, unload, inspect for damage.
- C. **INSTALL:** To unpack, assemble, erect, apply, place, finish, cure, protect, clean, and ready for use.
- D. **PROVIDE:** To furnish or supply, plus install.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF DOCUMENT**



BOARD OF SUPERVISORS RESOLUTION 25-48

RESOLUTION TO ABATE PROPERTY TAXES ON PARCEL  
OWNED BY A POLITICAL SUBDIVISION

WHEREAS, the following property is currently owned by the City of Ames, and

WHEREAS, when the City acquired this property there were property taxes then due and payable, and

WHEREAS, the City of Ames has requested that the Story County Board of Supervisors abate any and all currently due and payable property taxes (March 2025), and

WHEREAS, §445.63 Code of Iowa states that county boards of supervisors shall abate such taxes, and

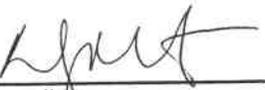
WHEREAS, the Story County Board of Supervisors has determined that the above taxes should be abated;

NOW THEREFORE BE IT RESOLVED that all currently due and payable taxes on the following described real estate are hereby abated in the amount of \$557.00;

0905202160 Lot 5, Getty's Addition, Ames, Story County, Iowa

APPROVED THIS 3rd DAY OF DECEMBER, 2024 AT NEVADA, STORY COUNTY, IOWA.

  
Chairperson, Board of Supervisors

Attest:   
County Auditor

ROLL CALL	Latifah Faisal	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
FOR ALLOWANCE	Lisa Heddens	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
	Linda Murken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>

ALLOWED BY VOTE  
OF BOARD Yea 3 Nay 0 Absent 0

 Above tabulation made by   
CHAIRPERSON

Heartland Business Systems, LLC  
 PO Box 856846  
 Minneapolis, MN 55485-6846  
 (920) 788-7720



Date	Invoice
11/20/2024	747500-H
Account Number	
3827300	

**Bill To:**  
 Story County, Iowa  
 Attn: Accounts Payable  
 900 6th St  
 Nevada, IA 50201  
 United States

**Ship To**  
 Story County, Iowa  
 Attn: Joel Ahrens  
 900 6th St  
 Nevada, IA 50201  
 United States

Terms	Due Date	PO Number	Reference
Net 30 days	12/20/2024	318676	

Other Charges	Quantity	Price	Amount
<b>Agreement Microsoft CSP – Annual – Story County, Iowa</b>			
CSP-D-CFQ7TTC0LFK5:001K: Microsoft Entra ID P2 for government Licenses added (11 Month\ 11 Day\ @ \$9.00 monthly) 21-Oct-2024 1.00 qty Serial Number(s): W-12364-K5T1N	1.00	102.19	102.19
CSP-D-CFQ7TTC0LHSW:0008: Office 365 Data Loss Prevention (Governmental Community Cloud Pricing) Licenses added (11 Month\ 11 Day\ @ \$3.00 monthly) 21-Oct-2024 316.00 qty Serial Number(s): W-12364-K5T1N	316.00	34.06	10,762.96
CSP-D-CFQ7TTC0J1Z9:0007: Office 365 G1 (Governmental Community Cloud Pricing) Licenses added (11 Month\ 11 Day\ @ \$10.00 monthly) 21-Oct-2024 121.00 qty Serial Number(s): W-12364-K5T1N	121.00	113.55	13,739.55
CSP-D-CFQ7TTC0J1Z4:0003: Office 365 G3 (Governmental Community Cloud Pricing) Licenses added (11 Month\ 11 Day\ @ \$23.00 monthly) 21-Oct-2024 190.00 qty Serial Number(s): W-12364-K5T1N	190.00	261.16	49,620.40
<b>Total Other Charges:</b>			<b>74,225.10</b>

Make checks payable to:  
 Heartland Business Systems, LLC.  
 PO Box 856846  
 Minneapolis, MN 55485-6846

ACH Instructions:  
 Account Title: Heartland Business Systems, LLC  
 Bank: Wells Fargo Bank, N.A.  
 1900 South Webster Ave, Green Bay, WI 54301  
 Account #: 4128255502 Bank Routing/ABA #: 121000248  
 Remittance Email: Remiteft@hbs.net

This purchase is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2020.v1.0 or later, or the parties have executed a current master

<b>Invoice Subtotal:</b>	74,225.10
<b>Sales Tax:</b>	0.00
<b>Invoice Total:</b>	<b>74,225.10</b>

APPROVED
DENIED

Board Member Initials: JAH

Meeting Date: 12-3-24

Follow-up action: \_\_\_\_\_

services agreement, the signed agreement shall control over the version on the website.

Thank you for your business!

Closure No. 25-09

Date November 26, 2024

## Resolution

### BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction for Culvert Replacement:

Section 28 Warren On 150th St between 650<sup>th</sup> Ave and 660<sup>th</sup> Ave



Chair, Board of Supervisors

Attest:   
County Auditor

ROLL CALL	Latifah Faisal	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
FOR ALLOWANCE	Lisa Heddens	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
	Linda Murken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>

ALLOWED BY VOTE OF THE BOARD	Yea <u>3</u>	Nay <u>0</u>	Absent <u>0</u>
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CHAIRPERSON

Above tabulation made by JB