



TERRY E. BRANSTAD, GOVERNOR

DEPARTMENT OF GENERAL SERVICES
JACK B. WALTERS, DIRECTOR

DATE: June 13, 1990
TO: Diane Bolander, Director
FROM: Kristi Little, Superintendent. *KJ*
General Services Printing/Mail Division
RE: Publications

I have compiled costs for the 1990-91 Legislative Service Bureau publications. Based on the information reported, no postage increase is expected this year. Printing for these publications is on contract. The vendor has reported no increases in cost. The volume of information changing has leveled off since reorganization with only the small agencies left to make changes, according to the Code Editor's Office.

Because of new legislation and the state's interest in recycled paper and soy oil based inks, I am presenting the following options:

IOWA ADMINISTRATIVE BULLETIN - \$96,280.00 Total cost of printing.

Suggested price - \$195.15 - 5% increase
\$199.00 - 7% includes soy oil based ink
\$269.50 - 45% change to recycled

IOWA ADMINISTRATIVE CODE SUPPLEMENT - \$260,000.00 Total cost of printing.

Suggested price - \$310.00 - 5% increase
\$315.50 - 7% Change to soy oil based ink
\$427.50 - 45% change recycled

IOWA COURT RULES SUPPLEMENTS - \$15,100.00 Total cost of printing

Suggested price - \$55.15 - 5% increase
\$59.60 - 7% Change to soy oil based ink
\$76.15 - 45% change to recycled

REPORT OF THE FISCAL COMMITTEE OF THE
LEGISLATIVE COUNCIL
June 7, 1990

The Fiscal Committee of the Legislative Council met on Thursday, June 7, 1990, and makes the following recommendations:

1. That the Legislative Council approve the request of the Iowa Supreme Court for a two-year study, with funding, based on the attached document, for the creation of the Supreme Court Task Force on Gender and Racial Bias. The Supreme Court will be required to submit an interim report following the first year of the study.
2. That the Legislative Council support the use of the Resource Enhancement and Protection Fund (REAP) or other alternative funding available under current law, including federal funding, for capital projects by the Department of Natural Resources between July 1990, and when legislation is enacted by the 1991 General Assembly to permit expenditures for capital projects from the Fish and Wildlife Fund. The legislation is also to include a provision for the replacement of other funds used during the 1990 interim from the Fish and Game Wildlife Fund.
3. That the Legislative Council support the hiring of one Assistant Attorney General for pesticide enforcement, using federal funding if available or the Pesticide Fund if authorized by current law, with the position to be established within the Office of Attorney General, with appropriate correspondence to the Department of Management.

The Fiscal Committee received information regarding the following issues:

1. The cost of At-Risk Programs at the South Tama County School District, because of the Native Indian Settlement and the lack of funding from the federal government.
2. The bid letting administrative rules of the Department of Natural Resources, permitting approval of certain expenditures without proceeding through the bidding process.
3. The utilization review of clients/patients with Blue Cross-Blue Shield of Iowa coverage in substance abuse treatment programs, with the review provided by Health Management Strategies, Inc. of Virginia.

Respectfully submitted,

Senator Joe Welsh
Co-chairperson

Representative Tom Jochum
Co-chairperson

1147b:SLL

**SUPREME COURT
EQUALITY IN THE COURTS TASK FORCE**

The Iowa Supreme Court is planning to establish a task force on equality in the courts. The task force would supervise a comprehensive investigation of bias—particularly against women and minorities—which may exist in the Iowa judicial system. The investigation would include a statewide survey and four two-day public hearings. Upon completion of the investigation, the task force would study the data collected and make recommendations to the supreme court on how to eliminate bias and to monitor compliance and prepare a report to the public.

The court estimates that this project would take two years based upon the following budget.

PROPOSED BUDGET

	<u>YEAR 1</u>	<u>YEAR 2</u>
<u>Compensation</u>		
Executive Director	\$30,000	\$30,000
Secretary	20,000	20,000
Consultant fees	1,500	1,500
<u>Office, equipment, utilities and supplies</u>	\$ 8,000	\$ 8,000
<u>Travel expense</u> (For task force meetings, subcommittee meetings, public hearings, and director)	\$ 9,000	\$ 9,000
<u>Survey</u>		
Questionnaire design	\$10,000	
Data collection and analysis	3,000	3,000
Printing	500	
Postage	800	
<u>Public hearings (2-2 day/per year)</u>		
Postage	\$ 850	\$ 850
Media consultant	1,500	1,500
Audio rental	250	250
Advertising	750	750
Telephone	500	500
Reporting	3,000	3,000
	_____	_____
TOTALS	<u>\$89,650</u>	<u>\$78,350</u>

REPORT OF THE SERVICE COMMITTEE

TO THE LEGISLATIVE COUNCIL

June 14, 1990

The Service Committee of the Legislative Council met on June 14, 1990. The meeting was called to order by Representative John Connors, Chairman, at 11:20 a.m. in Room 22 of the State House, Des Moines, Iowa.

The Service Committee respectfully submits to the Legislative Council the following report and recommendations:

1. The Service Committee received and filed a personnel report from the Office of Citizens' Aide.

2. The Service Committee recommends that the Legislative Council approve the promotion of Mr. Clarence Key, Jr., of the Office of Citizens' Aide from Assistant II to Assistant III, grade 33, step 4.

3. The Service Committee recommends that the Legislative Council approve the promotion of Mr. Randy A. Meline of the Office of Citizens' Aide from Assistant II to Assistant III, grade 33, step 4.

4. The Service Committee received and filed a June 1990 personnel report from the Legislative Computer Support Bureau.

5. The Service Committee received and filed an annual personnel report from the Legislative Computer Support Bureau.

6. The Service Committee received and filed June 1990 and annual personnel reports from the Legislative Fiscal Bureau.

7. The Service Committee recommends that the Legislative Council approve the promotion of Mr. Ray Knapp of the Legislative Fiscal Bureau from Run Designer III, grade 30, to Software Analyst I, grade 34.

8. The Service Committee received and filed June 1990 and annual personnel reports from the Legislative Service Bureau.

9. The Service Committee recommends that the Legislative Council approve the promotion of Mr. Richard Johnson of the Legislative Service Bureau, from Legal Division Chief, Grade 37, step 4, to Deputy Director, grade 39, step 3. Mr. Johnson has been fulfilling the Deputy Director duties for the last year and has nearly 12 years of experience with the Bureau.

10. The Service Committee recommends that the Legislative Council approve the promotion of Mr. Douglas Adkisson of the Legislative Service Bureau from Legal Counsel I, grade 30, step 4, to Legal Counsel II, grade 33, step 3. Mr. Adkisson has been a Legal Counsel I since December 22, 1986.

11. The Service Committee recommends that the Legislative Council approve the promotion of Ms. Leslie Workman of the Legislative Service Bureau from Legal Counsel I, grade 30, step 4, to Legal Counsel II, grade 33, step 3. Ms. Workman has been a Legal Counsel I since February 1, 1988.

12. The Service Committee recommends that the Legislative Council approve the promotion of Ms. LoAnne Dodge of the Iowa Code Division of the Legislative Service Bureau from Iowa Code Assistant Editor I, grade 24, step 5, to Iowa Code Assistant Editor II, grade 27, step 4. Ms. Dodge has been employed in the Iowa Code Division since January 14, 1980, and has been performing many of the duties relating to the publication of the Code of Iowa with minimal supervision.

13. The Service Committee recommends that the Legislative Council approve the promotion of Ms. Sarah Cartwright of the Iowa Code Division of the Legislative Service Bureau from Assistant Indexer, grade 18, step 4, to Indexer, grade 21, step 3. Ms. Cartwright has been an Assistant Indexer since June 20, 1986.

14. The Service Committee recommends that the Legislative Council approve the promotion of Ms. Doris Stoner of the Iowa Code Division of the Legislative Service Bureau from Assistant Indexer, grade 18, step 5, to Indexer, grade 21, step 4. Ms. Stoner has been an Assistant Indexer since November 29, 1985.

15. The Service Committee recommends that the Legislative Council approve the promotion of Ms. Jody Jorgenson of the Legislative Service Bureau from Legislative Text Processor I, grade 19, step 2, to Legislative Text Processor II, grade 22, step 1. Ms. Jorgensen has been employed by the Legislative Service Bureau since February 1988, and has been a permanent full-time employee since November 11, 1988. In addition to her other main office duties, she has learned the process for and typed bills, amendments and other legislative documents.

16. The Service Committee received and filed an administrative report from the Office of Citizens' Aide.

17. The Service Committee received and filed a legal report from the Office of Citizens' Aide.

18. The Service Committee received and filed a report on a Uniform Dress Code. The Service Committee recommends that the Legislative Council adopt the attached proposed Uniform Dress Code as part of the Policies and Procedures for the Central Legislative Staff Agencies for the General Assembly.

19. The Service Committee received and filed a report on an option to participate in the Iowa Employee Assistance Program, which is available to Executive and Judicial Branch employees. The Service Committee recommends that the Legislative Council permit Central Legislative Staff Agency Directors to voluntarily

participate in the program. Program costs will be paid out of existing agency budgets.

20. The Service Committee received and filed a report from the Computer Oversight Subcommittee. The Service Committee recommends that the Legislative Council authorize the Computer Support Bureau to accept the low bid of \$62,480.00 from Computer Support Systems of Des Moines for an uninterruptible power supply for the Legislature's mainframe computer. The bid was approximately \$29,000.00 less than previous estimates.

Respectfully submitted,

REPRESENTATIVE JOHN H. CONNORS
Chairman

REPORT OF THE ADMINISTRATION COMMITTEE
OF THE IOWA LEGISLATIVE COUNCIL

June 14, 1990

The Administration Committee met on June 14, 1990, and makes the following recommendations for adoption by the Legislative Council:

1. That the Legislative Council approve funding for the Department of General Services for certain "life safety" improvements including asbestos removal and re-insulation under the floor of both chambers. The committee also recommends that the chairperson and vice-chairperson of the Legislative Council be given authority to approve the final agreement for this project.

2. That the Legislative Council approve funding for the Department of General Services for the removal and reinstallation of wiring in the Senate chambers for the telephones, voting system, page bells, and microphones, and for placing an electrical outlet at each senator's desk, with three desks per circuit. The committee also recommends that the chairperson and the vice-chairperson of the Legislative Council be given authority to approve the final agreement for this project. It is estimated by the Department that the cost of this project will be no more than \$33,000.

Respectfully submitted,

SENATOR DONALD V. DOYLE
Chairperson

REPORT OF THE STUDIES COMMITTEE
TO THE LEGISLATIVE COUNCIL

June 14, 1990

The Studies Committee of the Legislative Council met on June 14, 1990, and makes the following recommendations:

1. That approval be given to expand the membership of the MediPASS Implementation Oversight Committee to include one additional member of the House and of the Senate who represent the Administrative Rules Review Committee.
2. That the charge of the Health Care Expansion Task Force be expanded to include a review of scope of practice of physician assistants.
3. That the charge of the Redesign Lottery Funded Environmental Initiatives Study Committee be expanded to include oversight of the Ethanol Fueled Brazilian Truck Project at the University of Iowa and that \$50,000 be authorized to continue study of ethanol fuel use in Iowa.

Respectfully submitted,

SPEAKER DON AVENSON
CHAIRPERSON

Report, studies614
jp/dg/20

**STATE OF IOWA
DEPARTMENT OF GENERAL SERVICES**

AGREEMENT BETWEEN OWNER AND ENGINEER FOR DESIGNATED SERVICES

AGREEMENT

Made as of the Eighth day of June in the year Nineteen
Hundred and Ninety

BETWEEN the Owner:

State of Iowa
Legislative Council
State Capitol Building
Des Moines, Iowa 50319

and the Engineer:

Krishna Engineering Consultants
1454 30th Street
West Des Moines, Iowa 50265

For the following Project:

Emergency Lighting System
for the State Capitol Building

Owner's Representative:

State of Iowa
Department of General Services
Property Management Division
Hoover State Office Building
Des Moines, Iowa 50319

The Owner and the Engineer agree as set forth below.

TERMS AND CONDITIONS

ARTICLE 1 - ENGINEER'S RESPONSIBILITIES

1.1 DESIGNATED SERVICES

The engineer's designated services consist of those services agreed to be performed directly by the engineer, through the engineer by utilization of outside services, and by coordination services performed by the engineer on services provided by the owner, for and necessary to the project, as identified and described in the scope of designated services attached to and made a part of the agreement.

1.2 CONSTRUCTION CONTRACT ADMINISTRATION PHASE

The following terms and conditions shall apply to the relevant construction contract administration phase services, if any, as may be included in the scope of designated services attached to and made a part of this agreement.

1.2.1 The construction phase will commence with the award of the contract of construction and, together with the engineer's obligation to provide services under this phase of the agreement, will terminate when final payment to the contractor is due.

1.2.2 Unless otherwise provided in this agreement and incorporated in the contract documents, the engineer shall provide administration of the contract for construction as set forth below.

1.2.3 The engineer shall be a representative of the owner during the construction phase and shall advise and consult with the owner; instructions to the contractor shall be forwarded through the engineer. The engineer shall have authority to act on behalf of the owner only to the extent provided in the contract documents.

1.2.4 The engineer shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the engineer in writing to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents. However, the engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. On the basis of such on-site observations as an engineer, the engineer shall keep the owner informed of the progress and quality of the work, and shall endeavor to guard the owner against defects and deficiencies in the work of the contractor.

1.2.5 The engineer shall not have control of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work, for the acts of omissions of the contractor, subcontractors or any other persons performing any of the work, or for failure of any of them to carry out the work in accordance with the contract documents.

1.2.6 The engineer shall at all times have access to the work

wherever it is in preparation or progress.

1.2.7 The engineer shall determine the amounts owing to the contractor based on observations at the site and on evaluation of the contractor's applications for payment, and shall issue certificates for payment.

1.2.8 The issuance of a certificate for payment shall constitute a representation by the engineer to the owner based on the engineer's observations at the site as provided in subparagraph 1.2.4 and the data comprising the contractor's application for payment, that the work has progressed to the point indicated; that, to the best of the engineer's knowledge, information and belief, the quality of the work is in accordance with the contract documents, and that the contractor is entitled to payment in the amount certified. However, the issuance of a certificate for payment shall not be a representation that the engineer has made any examination to ascertain how and for what purpose the contractor has used the moneys paid on account of the contract sum.

1.2.9 The engineer shall be the interpreter of the requirements of the contract documents and the judge of the performance thereunder by both the owner and contractor. The engineer shall render interpretations necessary for the proper execution of progress of the work with reasonable promptness on written request of either the owner or of the contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the owner and the contractor relating to the execution of progress of the work or the interpretation of the contract documents.

1.2.10 Interpretations and decisions of the engineer shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in written or graphic form. In the capacity of interpreter and judge, the engineer shall endeavor to secure faithful performance by both the owner and the contractor, shall not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

1.2.11 The engineer shall have authority to reject work which does not conform to the contract documents. Whenever, in the engineer's reasonable opinion, it is necessary or advisable for the implementation of the intent of the contract documents, the engineer shall have authority to require special inspection or testing of the work in accordance with provisions of the contract documents, whether or not such work is then fabricated, installed or completed.

1.2.12 The engineer shall review and approve or take other appropriate action upon the contractor's submittals such as shop drawings, product data, and samples, but only for conformance with the design concept of the work and with the information given in the contract documents. Such action shall be taken with reasonable promptness so as to cause no delay. The engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

1.2.13 The engineer shall prepare change orders for the owner's

approval and execution in accordance with the contract documents, and shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time which are not inconsistent with the intent of the contract documents.

1.2.14 The engineer shall conduct inspections to determine the dates of substantial completion and final completion, shall receive and forward to the owner for the owner's review written warranties and related documents required by the contract documents and assembled by the contractor, and shall issue a final certificate for payment.

1.2.15 The extent of the duties, responsibilities, and limitations of authority of the engineer as the owner's representative during construction shall not be modified or extended without written consent of the owner, the contractor and the engineer.

1.3 **TIME**

1.3.1 The engineer shall perform designated services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Upon request of the owner, the engineer shall submit for the owner's approval a schedule for the performance of the engineer's services which shall be adjusted as required as the project proceeds, and shall include allowances for periods of time required for the owner's review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the owner, shall not, except for reasonable cause, be exceeded by the engineer.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

The following responsibilities will be undertaken by the owner.

2.1 The owner shall provide full information regarding requirements for the project.

2.2 If the owner provides a budget for the project it shall include contingencies for bidding, changes in the work during construction, and other costs which are the responsibility of the owner. The owner shall, at the request of the engineer, provide a statement of funds available for the project, and their source.

2.3 The owner shall designate, when necessary, a representative authorized to act in the owner's behalf with respect to the project. The owner or such authorized representative shall examine the documents submitted by the engineer and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the engineer's services.

2.4 The owner shall furnish all legal, accounting and insurance counselling services as may be necessary at any time for the project, including such auditing services as the owner may require to verify the contractor's applications for payment or to ascertain how or for what

purposes the contractor uses the moneys paid by or on behalf of the owner.

2.5 If the owner observes or otherwise becomes aware of any fault or defect in the project or nonconformance with the contract documents, prompt written notice thereof shall be given by the owner to the engineer.

2.6 The owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the engineer's services and of the work.

ARTICLE 3 - CONSTRUCTION COST

3.1 DEFINITION

3.1.1 The construction cost shall be the total cost or estimated cost to the owner of all elements of the project designed or specified by the engineer.

3.1.2 The construction cost shall include at current market rates, including a reasonable allowance for overhead and profit, the cost of labor and materials furnished by the owner and any equipment which has been designed, specified, selected or specially provided for by the engineer.

3.1.3 Construction cost does not include the compensation of the engineer and the engineer's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the owner.

3.2 RESPONSIBILITY FOR CONSTRUCTION COST

3.2.1 Evaluations of the owner's project budget, statements of probable construction cost and detailed estimates of construction cost, if any, prepared by the engineer, represent the engineer's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the engineer nor the owner has control over the cost of labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from the project budget proposed, established or approved by the owner, if any, or from any statement of probable construction cost or other cost estimate or evaluation prepared by the engineer.

3.2.2 No fixed limit of construction cost shall be established as a condition of this agreement by the furnishing, proposal or establishment of a project budget.

3.2.3 If the bidding or negotiations phase has not commenced within three months after the engineer submits the construction documents to the owner, any project budget shall be adjusted to reflect any change in the general level of prices in the construction industry

between the date of submission of the construction documents to the owner and the date on which proposals are sought.

3.2.4 If a project budget is exceeded by the lowest bona fide bid or negotiated proposal, the owner shall (1) give written approval of an increase in such project budget, (2) authorized rebidding or renegotiating of the project within a reasonable time, (3) terminate the project, or (4) cooperate in revising the project scope and quality as required to reduce the construction cost.

ARTICLE 4 - REIMBURSABLE EXPENSES

4.1 Reimbursable expenses are in addition to the compensation for designated and additional services and include actual expenditures made by the engineer and the engineer's employees and consultants in the interest of the project for the following subparagraphs:

4.1.1 Expense of out-of-town transportation in connection with the project; living expenses in connection with out-of-town travel.

4.1.2 Expense of reproduction, postage and handling of drawings, specifications and other documents, excluding reproductions for the office use of the engineer and the engineer's consultants.

4.1.3 If authorized in advance by the owner, expense of overtime work requiring higher than regular rates.

ARTICLE 5 - PAYMENTS TO THE ENGINEER

5.1 PAYMENTS ON ACCOUNT OF DESIGNATED SERVICES

5.1.1 Payments for designated services shall be made monthly and shall be in proportion to services performed within each phase of services, on the basis set forth in Article 12.

5.2 PAYMENTS WITHHELD

5.2.1 No deductions shall be made from the engineer's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the work other than those for which the engineer is held legally liable.

5.3 PROJECT SUSPENSION OR TERMINATION

5.3.1 If the project is suspended or abandoned in whole or in part for more than three months the engineer shall be compensated for all services performed prior to receipt of written notice from the owner of such suspension or abandonment, together with reimbursable expenses then due.

ARTICLE 6 - ENGINEER'S ACCOUNTING RECORDS

6.1 Records of reimbursable expenses shall be kept on the basis of generally accepted accounting principles and shall be available to the owner or the owner's authorized representative at mutually convenient times.

ARTICLE 7 - OWNERSHIP AND USE OF DOCUMENTS

7.1 Drawings and specifications as instruments of service are and shall remain the property of the engineer whether the project for which they are made is executed or not. The owner shall be given reproducible copies of drawings and specifications for future reference and for maintenance of the project.

ARTICLE 8 - TERMINATION OF AGREEMENT

8.1 This agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8.2 This agreement may be terminated by the owner upon at least seven days' written notice to the engineer in the event that the project is permanently abandoned.

8.3 In the event of termination not the fault of the engineer, the engineer shall be compensated for all services performed to termination date, together with reimbursable expenses then due and all termination expenses as defined in paragraph 8.4.

8.4 Termination expenses include expenses directly attributable to termination for which the engineer is not otherwise compensated, plus an amount computed as a percentage of the total compensation for designated services earned to the time of termination, as follows:

1. 20 percent if termination occurs during the pre-design, site analysis or schematic design phase; or
2. 10 percent if termination occurs during the design development phase; or
3. 5 percent if termination occurs during any subsequent phase.

8.5 Funding Out Clause

Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the Federal Government or of the State of Iowa to appropriate funds or discontinuance or material alteration of the program under which funds were provided, then the owner shall have the right to terminate this

contract without penalty by giving not less than seven (7) days written notice. If any appropriations to cover the costs of this contract become available within sixty (60) days subsequent to termination under this clause, the owner agrees to re-enter a contract with the terminated contractor under the same provisions, terms, and conditions as the original reward.

ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 Unless otherwise specified, this agreement shall be governed by the law of the principal place of business of the engineer.

9.2 Terms in this agreement shall have the same meaning as those in AIA document A201, General Conditions of the Contract for Construction, current as of the date of the agreement.

9.3 As between the parties to this agreement: as to all acts or failure to act by either party to this agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant date of substantial completion of the work, as to any acts or failures to act occurring after the relevant date of substantial completion, not later than the date of issuance of the final certificate for payment.

9.4 The owner and the engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages covered by any property insurance during construction as set forth in the edition of AIA Document A201, General Conditions of the contract for construction, current as of the date of this agreement. The owner and the engineer each shall require appropriate similar waivers from their contractors, consultants and agents.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

10.1 The owner and the engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this agreement. Neither the owner nor the engineer shall assign, sublet or transfer any interest in this agreement without the written consent of the other.

ARTICLE 11 - EXTENT OF AGREEMENT

11.1 This agreement represents the entire and integrated agreement between the owner and the engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both owner and engineer.

ARTICLE 12 - BASIS OF COMPENSATION

The owner shall compensate the engineer for the scope of services provided, in accordance with Article 5, Payments to the Engineer, and the other terms and conditions of this agreement, as follows:

12.1 Compensation For Designated Services

12.1.1 For designated services, as identified and described in Article 13, Scope of Designated Service, and any other services included in Article 14 as part of the designated services, compensation shall be computed by the following method:

HOURLY BILLING RATES

Compensation for services rendered by principals and employees shall be based on the following hourly rates:

1. Principals' time at the fixed rate of Seventy-Five dollars (\$75.00) per hour. For the purposes of this Article, the principals are;
Gopal Krishna
2. Engineer Level VI time at the fixed rate of Sixty-Five dollars (\$65.00) per hour. For the purposed of this Article, Engineer Level VI personnel include those in the following positions: Grade E-6
3. Engineer Level V time at the fixed rate of Fifty-Five dollars (\$55.00) per hour. For the purposed of this Article, Engineer Level V personnel include those in the following positions: Grade E-5
4. Engineer Level IV time at the fixed rate of Fifty dollars (\$50.00) per hour. For the purposed of this Article, Engineer Level IV personnel include those in the following positions: Grade E-4
5. Engineer Level III time at the fixed rate of Forty-Five dollars (\$45.00) per hour. For the purposed of this Article, Engineer Level III personnel include those in the following positions: Grade E-3
6. Engineer Level II time at the fixed rate of Forty dollars (\$40.00) per hour. For the purposed of this Article, Engineer Level II personnel include those in the following positions: Grade E-2

7. Engineer Level I time at the fixed rate of Thirty-Five dollars (\$35.00) per hour. For the purposes of this Article, Engineer Level I personnel include those in the following positions: Grade E-1
8. Technical Level VI time at the fixed rate of Forty dollars (\$40.00) per hour. For the purposes for this Article, Technical Level VI personnel include those in the following positions: Grade T-6
9. Technical Level V time at the fixed rate of Thirty-Five dollars (\$35.00) per hour. For the purposes of this Article, Technical Level V personnel include those in the following positions: Grade T-5
10. Technical Level IV time at the fixed rate of Thirty dollars (\$30.00) per hour. For the purposes of this Article, Technical Level IV personnel include those in the following positions: Grade T-4
11. Technical Level III time at the fixed rate of Twenty-Five dollars (\$25.00) per hour. For the purposes for this Article, Technical Level III personnel include those in the following positions: Grade T-3
12. Technical Level II time at the fixed rate of Twenty dollars (\$20.00) per hour. For the purposes of this Article, Technical Level II personnel include those in the following positions: Grade T-2
13. Technical Level I time at the fixed rate of Fifteen dollars (\$15.00) per hour. For the purposes of this Article, Technical Level I personnel include those in the following positions: Grade T-1
14. Clerical Level VI time at the fixed rate of Thirty-Eight dollars (\$38.00) per hour. For the purposes of this Article, Clerical Level VI personnel include those in the following positions: Grade C-6
15. Clerical Level V time at the fixed rate of Thirty-Three dollars (\$33.00) per hour. For the purposes of this Article, Clerical Level V personnel include those in the following positions: Grade C-5

16. Clerical Level IV time at the fixed rate of Twenty-Eight dollars (\$28.00) per hour. For the purposes of this Article, Clerical Level IV personnel include those in the following positions: Grade C-4
17. Clerical Level III time at the fixed rate of Twenty-Three dollars (\$23.00) per hour. For the purposes of this Article, Clerical Level III personnel include those in the following positions: Grade C-3
18. Clerical Level II time at the fixed rate of Eighteen dollars (\$18.00) per hour. For the purposes of this Article, Clerical Level II personnel include those in the following positions: Grade C-2
19. Clerical Level I time at the fixed rate of Thirteen dollars (\$13.00) per hour. For the purposes of this Article, Clerical Level I personnel include those in the following positions: Grade C-1

12.2 COMPENSATION FOR REIMBURSABLE EXPENSES

For reimbursable expenses, as described in Article 4, and any other items included in Article 13 as Reimbursable Expenses, the amounts expended by the engineer, the engineer's employees and consultants in the interest of the project.

12.3 The owner and the engineer agree in accordance with the terms and conditions of this agreement that:

12.3.1 If the scope of the project or of the engineer's services is changed materially, the amounts of compensation shall be equitably adjusted.

12.3.2 If the services covered by this agreement have not been completed within six (6) months of the date hereof, through no fault of the engineer, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

ARTICLE 13 - SCOPE OF DESIGNATED SERVICES

The engineer shall design an emergency lighting system for the State Capitol Building. The engineer shall, also, help the owner in evaluating the construction bids for the project and shall act as project manager during the construction phase of the project.

The lighting system shall meet with the approval of the State Fire Marshall's Office for life safety. The lighting system shall not detract from the aesthetics of the Capitol Building, particularly in the restored areas on the first and second floors. Also, the emergency lighting system shall be designed with energy conservation in mind and shall be set up so the emergency lighting is not on after work hours, except during power outages.

The engineer shall provide cost estimates and completion time estimates as the project progresses.

The engineer shall work with the Department of General Services, Property Management Division in order to coordinate all work covered by this contract.

ARTICLE 14 - OTHER CONDITIONS OR SERVICES

This contract is for services at the rates listed in Article 12. However, the total for engineering services is \$15,000. If it becomes apparent that more hours need to be invested in this project than \$15,000 can pay for the engineer must so inform the owner of this fact as soon as possible. The owner will then decide whether to authorize expenditures greater than \$15,000 for engineering services.

All the work on this project, engineering and construction must be completed by January 1, 1991. The engineer must make every reasonable effort to see that this deadline is met.

Schematic design and cost estimates must be completed by July 1, 1990.

This agreement entered into as of the day and year first written above.

OWNER

State of Iowa
Legislative Council
Senator C.W. "Bill" Hutchins

Bill Hutchins 6/14/90

ENGINEER

Krishna Engineering Consultants
Gopal Krishna - President

Gopal Krishna

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A107

Abbreviated Form of Agreement Between Owner and Contractor

For CONSTRUCTION PROJECTS OF LIMITED SCOPE where the Basis of Payment is a STIPULATED SUM

1978 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

This document includes abbreviated General Conditions and should not be used with other General Conditions. It has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the 8th day of June in the year of Nineteen Hundred and Ninety.

BETWEEN the Owner: The Legislative Council State of Iowa Statehouse Des Moines, Iowa 50319

and the Contractor: Mid-Iowa Insulation Corp. 3009 S.W. 9th Street Des Moines, Iowa 50315

the Project: Iowa Senate

the Designer: Hofer & Associates, Inc. 3769 NW 90th Place Polk City, Iowa 50226

The Owner and the Contractor agree as set forth below.

Copyright 1936, 1951, 1958, 1961, 1963, 1966, 1974, © 1978 by the American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

ARTICLE 1
THE WORK

- 1.1 The Contractor shall perform all the Work required by the Contract Documents for
(Here insert the caption descriptive of the Work as used on other Contract Documents.)

Asbestos abatement in Senate Chambers and Lobby. (See proposal 2153P, copy attached)
Re-insulation of pipe. (See proposal 2153P, copy attached)
Air monitoring durring abatement. (See proposal 2153P ADDENDUM, copy attached)

ARTICLE 2
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 2.1 The Work to be performed under this Contract shall be commenced **Monday June 18, 1990.**
and, subject to authorized adjustments, Substantial Completion shall be achieved not later than
(Here insert any special provisions for liquidated damages relating to failure to complete on time.)
Friday July 6, 1990.

ARTICLE 3
CONTRACT SUM

- 3.1 The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of
Twenty Three Thousand Five Hundred Sixty Four Dollars and No Cents. (\$23,564.00)
- 3.2 The Contract Sum is determined as follows:
(State here the base bid or other lump sum amount, accepted alternates, and unit prices, as applicable.)

As per Proposal 2153P dated May 30, 1990 and ADDENDUM dated June 1, 1990.
(Copy attached)

ARTICLE 4
PROGRESS PAYMENTS

- 4.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the **last** day of the month as follows:

(Here insert payment procedures and provision for retainage, if any.)

Accounts will be paid by The Legislative Council. All payment requests are to be submitted to HAI, attention: Steven L. Hofer, President, on AIA Forms G702 and G703, along with copies of all invoices. A minimum of 10% retainage of any account will be retained until satisfactory completion of the installation and all transactions or agreements contrary to this document have been satisfied.

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

(Here insert any rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosure or waivers.)

ARTICLE 5
FINAL PAYMENT

- 5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 6
ENUMERATION OF CONTRACT DOCUMENTS

- 6.1 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, the Conditions of the Contract, [General, Supplementary, and other Conditions], the Drawings, the Specifications, and any Addenda and accepted alternates, showing page or sheet numbers in all cases and dates where applicable.)

Proposal 2153P dated May 30, 1990 (copy attached).

Proposal 2153P ADDENDUM dated June 1, 1990 (copy attached).

GENERAL CONDITIONS

ARTICLE 7 CONTRACT DOCUMENTS

7.1 The Contract Documents consist of this Agreement with General Conditions, Supplementary and other Conditions, the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, and all Modifications issued by the Architect after execution of the Contract such as Change Orders, written interpretations and written orders for minor changes in the Work. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and reasonably inferable therefrom as being necessary to produce the intended results.

7.2 Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Architect and any Subcontractor or Sub-subcontractor.

7.3 By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

7.4 The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE 8 ARCHITECT

8.1 The Architect will provide administration of the Contract and will be the Owner's representative during construction and until final payment is due.

8.2 The Architect shall at all times have access to the Work wherever it is in preparation and progress.

8.3 The Architect will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of his on-site observations as an architect, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect will not have control 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, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

8.4 Based on the Architect's observations and an evalua-

tion of the Contractor's Applications for Payment, the Architect will determine the amounts owing to the Contractor and will issue Certificates for Payment in accordance with Article 15.

8.5 The Architect will be the interpreter of the requirements of the Contract Documents. He will make decisions on all claims, disputes or other matters in question between the Contractor and the Owner, but he will not be liable for the results of any interpretation or decision rendered in good faith. The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents. All other decisions of the Architect, except those which have been waived by the making or acceptance of final payment, shall be subject to arbitration upon the written demand of either party.

8.6 The Architect will have authority to reject Work which does not conform to the Contract Documents.

8.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents.

ARTICLE 9 OWNER

9.1 The Owner shall furnish all surveys and a legal description of the site.

9.2 Except as provided in Paragraph 10.5, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

9.3 The Owner shall forward all instructions to the Contractor through the Architect.

9.4 If the Contractor fails to correct defective Work or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

ARTICLE 10 CONTRACTOR

10.1 The Contractor shall supervise and direct the Work, using his best skill and attention and he shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

10.2 Unless otherwise specifically provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper

execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

10.3 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

10.4 The Contractor warrants to the Owner and the Architect that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective.

10.5 Unless otherwise provided in the Contract Documents, the Contractor shall pay all sales, consumer, use and other similar taxes which are legally enacted at the time bids are received, and shall secure and pay for the building permit and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work.

10.6 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work, and shall promptly notify the Architect if the Drawings and Specifications are at variance therewith.

10.7 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

10.8 The Contractor shall review, approve and submit all Shop Drawings, Product Data and Samples required by the Contract Documents. The Work shall be in accordance with approved submittals.

10.9 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as his tools, construction equipment, machinery and surplus materials.

10.10 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

10.11 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. 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 described in this Paragraph 10.11. In any and all claims against the Owner or the Architect or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 10.11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Contractor under this Paragraph 10.11 shall not extend to the liability of the Architect, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 11 SUBCONTRACTS

11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site.

11.2 Unless otherwise required by the Contract Documents or in the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Architect in writing the names of Subcontractors for each of the principal portions of the Work. The Contractor shall not employ any Subcontractor to whom the Architect or the Owner may have a reasonable objection. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection. Contracts between the Contractor and the Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and the Architect, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

ARTICLE 12 WORK BY OWNER OR BY SEPARATE CONTRACTORS

12.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.

12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

12.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 The Contract shall be governed by the law of the place where the Project is located.

13.2 All claims or disputes between the Contractor and the Owner arising out of, or relating to, the Contract Documents or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to the Owner-Contractor Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect or any of his employees or consultants. The agreement herein among the parties to the Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under the prevailing arbitration law.

ARTICLE 14 TIME

14.1 All time limits stated in the Contract Documents are of the essence of the Contract. The Contractor shall expedite the Work and achieve Substantial Completion within the Contract Time.

14.2 The Date of Substantial Completion of the Work is the date certified by the Architect when construction is sufficiently complete so that the Owner can occupy or utilize the Work for the use for which it is intended.

14.3 If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by any other cause which the Architect determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

ARTICLE 15 PAYMENTS AND COMPLETION

15.1 Payments shall be made as provided in Article 4 and Article 5 of this Agreement.

15.2 Payments may be withheld on account of (1) defective work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment, (4) damage to the Owner or another contractor, or (5) persistent failure to carry out the Work in accordance with the Contract Documents.

15.3 When the Architect agrees that the Work is substantially complete, he will issue a Certificate of Substantial Completion.

15.4 Final payment shall not be due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner indemnifying him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

15.5 The making of final payments shall constitute a waiver of all claims by the Owner except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of the Work to comply with the requirements of the Contract Documents, or (4) terms of any special warranties required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

16.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. He shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except damage or loss attributable to the acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 10.11.

ARTICLE 17 INSURANCE

17.1 Contractor's liability insurance shall be purchased

and maintained by the Contractor to protect him from claims under workers' or workmen's compensation acts and other employee benefit acts, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is the greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 10.11. Certificates of such insurance shall be filed with the Owner prior to the commencement of the Work.

17.2 The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may maintain such insurance as will protect him against claims which may arise from operations under the Contract.

17.3 Unless otherwise provided, the Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief.

17.4 Any loss insured under Paragraph 17.3 is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any mortgagee clause.

17.5 The Owner shall file a copy of all policies with the Contractor before an exposure to loss may occur.

17.6 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Article or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Contractor shall require similar waivers in favor of the Owner and the Contractor by Subcontractors and Sub-subcontractors.

ARTICLE 18 **CHANGES IN THE WORK**

18.1 The Owner, without invalidating the Contract, may order Changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the Owner and the Architect.

18.2 The Contract Sum and the Contract Time may be changed only by Change Order.

18.3 The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement.

ARTICLE 19 **CORRECTION OF WORK**

19.1 The Contractor shall promptly correct any Work rejected by the Architect as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be defective or nonconforming within a period of one year from the Date of Substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents. The provisions of this Article 19 apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

ARTICLE 20 **TERMINATION OF THE CONTRACT**

20.1 If the Architect fails to issue a Certificate for Payment for a period of thirty days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of thirty days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages applicable to the Project.

20.2 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner, after seven days' written notice to the Contractor and without prejudice to any other remedy he may have, may make good such deficiencies and may deduct the cost thereof including compensation for the Architect's additional services made necessary thereby, from the payment then or thereafter due the Contractor or, at his option, and upon certification by the Architect that sufficient cause exists to justify such action, may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

ARTICLE 21
OTHER CONDITIONS OR PROVISIONS

1. All containers and refuse generated as part of the abatement process shall be removed by the contractor upon completion of the installation, or as directed by the Owner or Designer.
2. Work must comply with a schedule agreed upon by the Owner.
3. The contractor shall furnish a properly executed Performance Bond in the full amount of the contract sum along with this document.

This Agreement entered into as of the day and year first written above.

OWNER

CONTRACTOR

The Legislative Council

Mid-Iowa Insulation Corp

by: _____

by: _____

From: MMORRIS1--CDPVM

Date and time 06/06/90 11:19:21

To: MMORRIS1--CDPVM MERLIN MORRIS

FROM: Merlin Morris

PROFS ID: MMorris1

SUBJECT: Mail to Joe Tragresser

Joe, I am totaling the cost for the Asbestos Abatement Contract to clarify the cost as it was done for me by Jerry Condon of Mid-Iowa Insulation.

Base contract for removal/cleaning under the floor space.	\$15,420.00
Cost for the reinsulation of existing pipe under the floor.	2,644.00
Air Monitoring @ \$300.00 per day, not to exceed.	4,500.00

Total cost of contract.	<u>\$23,564.00</u>
-------------------------	--------------------

Deduction for excluding the Lobby Abatement. (NOT RECOMMENDED)	630.00
--	--------

We are recommending to Jack Dwyer that this abatement project be contracted with Mid-Iowa Insulation as quoted by them in quotation #2153P and addendum.

The contract can be written between the Owner, The Legislative Council and Mid-Iowa Insulation Corporation.

Thanks, Merlin.

MID-IOWA INSULATION CORP.

2153P

3009 S.W. 9th Street
DES MOINES, IOWA 50315
(515) 244-5766

May 30, 1990

Department of General Services
Property Management Division
Hoover State Office Building
Des Moines, Iowa 50319

ATTN: Merlin Morris
RE: State Capitol - Senate Chambers Renovation

Labor, materials and equipment to complete the removal and disposal and clean-up of asbestos thermal insulation in Senate Chambers sub-floor. Approximately 400 linear feet and clean-up of approximately 3000 square feet of asbestos debris for the net sum of \$15,420.00. This includes 7 fittings in the Lobby.

Re-insulation of pipe where removal has occurred for the sum of \$2,644.00. This includes Lobby.

Please note due to finish on Chamber's windows, Building Representative and Mid-Iowa Representative will inspect venting of negative air procedure prior to commencement of removal. Building ownerrepresentative will assume responsibility of finish. In the event the Building Owner requests a separate cost for removal/re-insulation/clean-up for the Lobby area, cost would be \$420.00 for removal and clean-up and \$210.00 for re-insulation cost.

Due to high visibility, this project will be accomplished only at night and that we will require use of Men's Room during course of project located just off the Chamber's floor.

We are licensed by the State of Iowa and Insured for Asbestos Removal. All work will be done by AHERA Trained Certified Workers. EPA and OSHA Regulations will be adhered to for proper removal and

WE PROPOSE to furnish labor and material — complete in accordance with above specifications, and subject to conditions found on both sides of this agreement, for the sum of:

_____ dollars (\$_____).

Payment to be made as follows: UPON COMPLETION

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. (Read reverse side).

Date of Acceptance _____

By _____

By _____

Respectfully submitted,

MID-IOWA INSULATION CORP.

[Handwritten Signature]
By _____
Robert "Jerry" Cordon, Project Mgr.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

MID-IOWA INSULATION CORP.

3009 S.W. 9th Street
DES MOINES, IOWA 50315
(515) 244-5766

disposal for the safety of all concerned.

Upon completion, you will be furnished with copies of all paper-work for your permanent files.

We require a ten (10) day notice in order to make notifications to the EPA and Iowa Bureau of Labor. To complete this notification we will need the following information verified:

Date built: 1884

Total square footage: 89,298 sq. ft.

Additions: 1904

WE PROPOSE to furnish labor and material — complete in accordance with above specifications, and subject to conditions found on both sides of this agreement, for the sum of:

_____ dollars (\$_____).

Payment to be made as follows: _____

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. (Read reverse side).

**Respectfully submitted,
MID-IOWA INSULATION CORP.**

Date of Acceptance _____

By _____

By _____

By _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Proposal

MID-IOWA INSULATION CORP.

3009 S.W. 9th Street
DES MOINES, IOWA 50315
(515) 244-5766

2153P
ADDENDUM

PROPERTY

June 1, 1990

Department of General Services
Property Management Division
Hoover State Office Building
Des Moines, Iowa 50319

ATTN: Merlin Morris
RE: State Capitol - Senate Chambers Renovation

Air monitoring cost performed by Asbestos Management
Inc. at \$300.00 per day. Projected cost to be \$4,500.00.

WE PROPOSE to furnish labor and material — complete in accordance with above specifications, and subject to conditions found on both sides of this agreement, for the sum of:

FOUR THOUSAND FIVE HUNDRED AND NO/100----- dollars (\$ 4,500.00).

Payment to be made as follows: UPON COMPLETION

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. (Read reverse side).

Respectfully submitted,

MID-IOWA INSULATION CORP.



By Robert "Jerry" Gondon, Project Mgr.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Date of Acceptance _____

By _____

By _____

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

6/05/90

PRODUCER

Holmes, Murphy & Assoc., Inc.
 410 KEO Way
 Des Moines, IA 50309

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGE

CODE SUB-CODE

INSURED

MIC Insulation Company &
 Mid Iowa Insulation
 3007 S.W. 9th Street
 Des Moines IA 50315

- COMPANY LETTER **A**
- COMPANY LETTER **B**
- COMPANY LETTER **C**
- COMPANY LETTER **D**
- COMPANY LETTER **E**

USF&G
 CIGNA - Macon, Georgia

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
	GENERAL LIABILITY				GENERAL AGGREGATE \$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGGREGATE \$
	CLAIMS MADE OCCUR.				PERSONAL & ADVERTISING INJURY \$
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MEDICAL EXPENSE (Any one person) \$
	AUTOMOBILE LIABILITY	1A3120571000	6/30/89	8/30/90	COMBINED SINGLE LIMIT \$ 750
X	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
X	HIRED AUTOS				
X	NON-OWNED AUTOS				
	GARAGE LIABILITY				
	EXCESS LIABILITY				EACH OCCURRENCE \$
	OTHER THAN UMBRELLA FORM				AGGREGATE \$
D	WORKER'S COMPENSATION	C33623410	8/30/89	8/30/90	STATUTORY \$
	AND				\$ 100 (EACH ACCIDENT)
	EMPLOYERS' LIABILITY				\$ 500 (DISEASE-POLICY LIMIT)
	OTHER				\$ 100 (DISEASE-EACH EMPLOYEE)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

FOR ALL OPERATIONS OF THE NAMED INSURED
 RE: Removal of asbestos thermal insulation

CERTIFICATE HOLDER

State Capital Complex
 Senate Chambers
 Des Moines, IA 50309

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Handwritten Signature]

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

6/05/90

PRODUCER

Holmes, Murphy & Assoc., Inc.
 20 Koo way
 Des Moines, IA 50309

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGE

CODE SUB-CODE

INSURED

Mid Iowa Insulation
 3009 S.W. 9th Street
 Des Moines IA 50315

- COMPANY LETTER **A** Fidelity Environmental Ins Co
- COMPANY LETTER **B**
- COMPANY LETTER **C**
- COMPANY LETTER **D**
- COMPANY LETTER **E**

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
A	GENERAL LIABILITY	ARC891600192	3/14/89	8/30/90	GENERAL AGGREGATE \$ 1000
X	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGGREGATE \$ Incl
	CLAIMS MADE X OCCUR.				PERSONAL & ADVERTISING INJURY \$ Incl
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$ 1000
					FIRE DAMAGE (Any one fire) \$ Excl
					MEDICAL EXPENSE (Any one person) \$ 5
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				
	EXCESS LIABILITY				EACH OCCURRENCE \$
	OTHER THAN UMBRELLA FORM				AGGREGATE \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY \$ (EACH ACCIDENT)
					\$ (DISEASE-POLICY LIMIT)
					\$ (DISEASE-EACH EMPLOYEE)
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

Asbestos Abatement Operations performed by for the above named insured for the State Capital Complex

CERTIFICATE HOLDER

State Capital Complex
 Senate Chambers
 Des Moines, IA 50309

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Handwritten Signature]

MID-IOWA INSULATION CORP.

3009 S.W. 9th Street
DES MOINES, IOWA 50315
(515) 244-5766

2153P
Addendum :

June 13, 1990

Department of General Services
Property Management Division
Hoover State Office Building
Des Moines, Iowa 50319

ATTN: Merlin Morris
RE: Asbestos Abatement Project (State Capitol Bldg. Senate Chambers)

Labor, materials and equipment to complete the removal and disposal and clean-up of asbestos abatement in the House side of Chambers. Approximately 6000 square feet of asbestos debris and approximately 600 linear feet of asbestos containing thermal insulation and re-insulation for the net sum of \$26,942.00.00.

Additional air monitoring not to exceed the cost of \$9,000.00 (To be furnished with Asbestos Management)

We are licensed by the State of Iowa and Insured for Asbestos Removal. All work will be done by AHERA Trained Certified Workers. EPA and OSHA Regulations will be adhered to for proper removal and disposal for the safety of all concerned.

Upon Completion, you will be furnished with copies of all paperwork for your permanent files.

WE PROPOSE to furnish labor and material — complete in accordance with above specifications, and subject to conditions found on both sides of this agreement, for the sum of:

_____ dollars (\$_____).

Payment to be made as follows: Upon Completion

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. (Read reverse side).

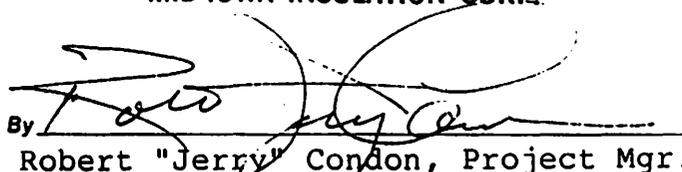
Respectfully submitted,

MID-IOWA INSULATION CORP.

Date of Acceptance _____

By _____

By _____


Robert "Jerry" Condon, Project Mgr.

Note: This proposal may be withdrawn by us if not accepted within 30 days

GENERAL ASSEMBLY OF IOWA



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DIVISION CHIEF
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CAPITOL BUILDING 515-281-5129
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JANET L. WILSON
DEPUTY IOWA CODE EDITOR

LEGISLATIVE SERVICE BUREAU

STATE CAPITOL BUILDING
DES MOINES, IOWA 50319
515 281-3566
DIANE E. BOLENDER, DIRECTOR

June 7, 1990

MEMORANDUM

TO: CHAIRPERSON HUTCHINS, VICE CHAIRPERSON AVENSON,
AND MEMBERS OF THE LEGISLATIVE COUNCIL

FROM: Diane Bolender *DB*

RE: Notice of Legislative Council Meeting Thursday, June 14, 1990

The Legislative Council and several of its committees are scheduled to meet on Thursday, June 14, 1990, as follows:

10:30 a.m. Computer Oversight Subcommittee
Senator Hutchins' Office

11:00 a.m. Service Committee
Room 22

1:30 p.m. Studies Committee
Room 22

1:45 p.m. Administration Committee
Room 22

2:00 p.m. Legislative Council
Room 22

Tentative agendas for the meetings are attached, except that the Studies Committee agenda will be distributed at the Committee meeting.

Also enclosed are copies of the Minutes of the May 10, 1990 meetings of the Computer Subcommittee, Administration Committee, Studies Committee, Service Committee and Legislative Council.

Please notify the Legislative Service Bureau if you will be unable to attend the Council meeting.

Council614
db/dg/20