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AIA® Document A132™ – 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the first day of February in the year two thousand eighteen
(In words, indicate day, month and year.)

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

Woodbury County, Iowa
620 Douglas Street
Sioux City, IA 51101

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

Schumacher Elevator Company
One Schumacher Way
Denver, Iowa 50622

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

Trosper Hoyt Master Control Security Electronics and Elevator Project
822 Douglas Street
Sioux City, IA

The Construction Manager:
(Name, legal status, address and other information)

Baker Group
1600 SE Corporate Woods Drive
Ankeny, IA 50021-7501

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

Goldberg Group Architects, PC
805 N. 36th Street
Suite B
St. Joseph, Missouri 64506

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.

This document is intended to be used in conjunction with AIA Documents A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

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EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

N/A

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Paragraphs deleted)

June 1st, 2018.

(Table deleted)

Init.

(Paragraphs deleted) § 3.4 The Contractor shall achieve Final Completion of the entire Work not later than 30 days after substantial completion.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

- [X] Stipulated Sum, in accordance with Section 4.2 below
- [] Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below
- [] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be three hundred eight thousand seven hundred fifty eight dollars, and no cents (\$ 308,758.00), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of 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.)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Engineer and issuance by the Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Init.

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the fifteenth day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Construction Manager receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Engineer may require. This schedule, unless objected to by the Construction Manager or Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Engineer has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Engineer determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

N/A

(Paragraphs deleted)

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Engineer; such final payment shall be made by the Owner not more than 45 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

(Paragraphs deleted)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232-2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232-2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232-2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment

of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232–2009, except that the term 'profit' shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

%

§ 8.3 The Owner's representative:
(Name, address and other information)

Kenny Schmitz
Director of Building Services
Woodbury County
401 8th Street
Sioux City, IA 51101

§ 8.4 The Contractor's representative:
(Name, address and other information)

Jeffrey P. Schumacher
Owner
Schumacher Elevator Company
One Schumacher Way
Denver, Iowa 50622

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, with modifications as indicated in Contract Documents.

Init.

§ 9.1.3 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

As listed in Document 00 01 10 – Table of Contents, attached as an Exhibit to this Agreement.

(Table deleted)

§ 9.1.4 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

- G1.41 Fourth Floor Code Analysis Plan
- A1.11 Enlarged Elevator Plan
- A1.41 Fourth Floor Demolition Plan
- A4.41 Enlarged Fourth Floor and Finish Plan
- A8.41 Interior Elevations, Sections and Details
- SE0.01 Security Electronics Legend
- SE1.41 Security Electronics Plan
- M0.00 Mechanical and Plumbing Symbols
- M2.04 Fourth Floor HVAC Piping Plan
- M2.05 Roof HVAC Piping Plan
- M7.00 Mechanical Details and Schedules
- E0.00 Electrical Symbols and Abbreviations
- ED3.04 Electrical Demolition Plan Penthouse
- E3.04 Electrical Power Plan L04
- E3.05 Electrical Power Plan Penthouse
- E4.05 Electrical Fire Alarm Plan – Penthouse
- E5.00 Electrical Single-Line Diagram

(Table deleted)

- E9.00 Electrical Schedules

§ 9.1.5 The

(Paragraphs deleted)

Addenda, if any:

Number	Date	Pages
Addendum 1	01/05/2018	9
Addendum 2	01/09/2018	5

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.6 Additional documents, if any, forming part of the Contract Documents are:

- .1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.

(Table deleted)

- .4 Other documents, if any, listed below:
(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

(Paragraphs deleted)

ARTICLE 10 INSURANCE AND BONDS

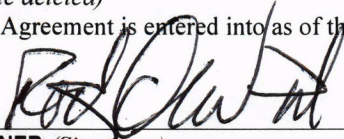
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.

Init.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232-2009.)

(Table deleted)

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



OWNER (Signature)

Rocky De Witt, Board of Supervisors Chairperson
(Printed name and title)



CONTRACTOR (Signature)

Jeffrey P. Schumacher, Owner
(Printed name and title)

Init.

Additions and Deletions Report for

AIA[®] Document A132[™] – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:56:00 on 02/06/2018.

PAGE 1

AGREEMENT made as of the first day of February in the year two thousand eighteen

...

Woodbury County, Iowa
620 Douglas Street
Sioux City, IA 51101

...

Schumacher Elevator Company
One Schumacher Way
Denver, Iowa 50622

...

Trosper Hoyt Master Control Security Electronics and Elevator Project
822 Douglas Street
Sioux City, IA

...

Baker Group
1600 SE Corporate Woods Drive
Ankeny, IA 50021-7501

...

Goldberg Group Architects, PC
805 N. 36th Street
Suite B
St. Joseph, Missouri 64506

PAGE 2

N/A

...

N/A

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (—) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

June 1st, 2018.

Portion of the Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

§ 3.4 The Contractor shall achieve Final Completion of the entire Work not later than 30 days after substantial completion.

PAGE 3

Stipulated Sum, in accordance with Section 4.2 below

...

§ 4.2.1 The Stipulated Sum shall be three hundred eight thousand seven hundred fifty eight dollars, and no cents (\$ 308,758.00), subject to additions and deletions as provided in the Contract Documents.

...

§ 4.2.3 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.2.4 Allowances included in the Stipulated Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
------	-----------

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price

§ 4.3.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed — percent (—%) of the standard rate paid at the place of the Project.

§ 4.3.6 Unit prices, if any:

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User Notes:

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(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

~~§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.~~

~~§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price~~

~~§ 4.4.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.~~

~~§ 4.4.2 The Contractor's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)~~

~~§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:~~

~~§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~§ 4.4.5 Rental rates for Contractor owned equipment shall not exceed _____ percent (____%) of the standard rate paid at the place of the Project.~~

~~§ 4.4.6 Unit Prices, if any:~~

~~(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)~~

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

~~§ 4.4.7 Guaranteed Maximum Price~~

~~§ 4.4.7.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed _____ (\$ _____), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. (Insert specific provisions if the Contractor is to participate in any savings.)~~

~~§ 4.4.7.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:~~

~~§ 4.4.7.3 Allowances included in the Guaranteed Maximum Price, if any:~~

~~(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)~~

Item	Allowance
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~~§ 4.4.7.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:~~

...

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and ~~Architect-Engineer~~ and issuance by the ~~Architect-Engineer~~, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

PAGE 4

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the fifteenth day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Construction Manager receives the Application for Payment.

...

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and ~~Architect-Engineer~~ may require. This schedule, unless objected to by the Construction Manager or ~~Architect-Engineer~~, shall be used as a basis for reviewing the Contractor's Applications for Payment.

- ...
- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
 - .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);

- ...
- .4 Subtract amounts, if any, for which the Construction Manager or ~~Architect-Engineer~~ has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

- ...
- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Construction Manager recommends and the ~~Architect-Engineer~~ determines for incomplete Work and unsettled claims; and

N/A

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit A, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- ~~.1~~ Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;
- ~~.2~~ Add the Contractor's Fee, less retainage of ~~—~~ percent (~~—~~%). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- ~~.3~~ Subtract retainage of ~~—~~ percent (~~—~~%) from that portion of the Work that the Contractor self performs;
- ~~.4~~ Subtract the aggregate of previous payments made by the Owner;
- ~~.5~~ Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- ~~.6~~ Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™ 2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232-2009;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Contractor's Fee, less retainage of ~~—~~ percent (~~—~~%). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of ~~—~~ percent (~~—~~%) from that portion of the Work that the Contractor self performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232-2009.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager or Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

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- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the ~~Architect~~; Engineer; such final payment shall be made by the Owner not more than ~~30-45~~ days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

...

The ~~Architect-Engineer~~ will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

...

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232-2009, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

— Arbitration pursuant to Section 15.4 of AIA Document A232-2009.

— Litigation in a court of competent jurisdiction.

— Other: *(Specify)*

PAGE 6

Kenny Schmitz
Director of Building Services
Woodbury County
401 8th Street
Sioux City, IA 51101

...

Jeffrey P. Schumacher
Owner
Schumacher Elevator Company
One Schumacher Way
Denver, Iowa 50622

...

N/A

...

§ 9.1.2 The General Conditions are AIA Document A232-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser ~~Edition~~.Edition, with modifications as indicated in Contract Documents.

§ 9.1.3 The ~~Supplementary and other Conditions of the Contract~~.Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
As listed in Document 00 01 10 – Table of Contents, attached as an Exhibit to this Agreement.

Document	Title	Date	Pages
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§ 9.1.4 The ~~Specifications~~.Drawings:
(Either list the Specifications-Drawings here or refer to an exhibit attached to this Agreement.)

G1.41 Fourth Floor Code Analysis Plan
A1.11 Enlarged Elevator Plan
A1.41 Fourth Floor Demolition Plan
A4.41 Enlarged Fourth Floor and Finish Plan

A8.41 Interior Elevations, Sections and Details
SE0.01 Security Electronics Legend
SE1.41 Security Electronics Plan
M0.00 Mechanical and Plumbing Symbols
M2.04 Fourth Floor HVAC Piping Plan
M2.05 Roof HVAC Piping Plan
M7.00 Mechanical Details and Schedules
E0.00 Electrical Symbols and Abbreviations
ED3.04 Electrical Demolition Plan Penthouse
E3.04 Electrical Power Plan L04
E3.05 Electrical Power Plan Penthouse
E4.05 Electrical Fire Alarm Plan – Penthouse
E5.00 Electrical Single-Line Diagram

<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>E9.00 Electrical Schedules</u>			

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Addenda, if any:

<u>Number</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>Addendum 1</u>		<u>01/05/2018</u>	<u>9</u>
<u>Addendum 2</u>		<u>01/09/2018</u>	<u>5</u>

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.6 The Addenda, if any: Additional documents, if any, forming part of the Contract Documents are:

- .1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.

<u>Number</u>	<u>Date</u>	<u>Pages</u>
---------------	-------------	--------------

- .4 Other documents, if any, listed below:

Portions of Addenda relating to bidding requirements (List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9. enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

- .1 AIA Document A132™ 2009, Exhibit A, Determination of the Cost of the Work, if applicable.
.2 AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:

- .3 AIA Document E202™ 2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

- .4 Other documents, if any, listed below:

(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents)

unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

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~~Type of Insurance or Bond~~

~~Limit of Liability or Bond Amount (\$0.00)~~

...

Matthew Ung, Board of Supervisors Chairperson

Jeffrey P. Schumacher, Owner

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:56:00 on 02/06/2018 under Order No. 0280626860 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____ *Kenneth Ford, AIA*
(Signed)

_____ *Sr. Project Architect*
(Title)

_____ *02.06.18*
(Dated)



Established in 1936

January 31, 2018

TO: Woodbury County Trosper Hoyt
620 Douglas St
Sioux City, IA 51103

Phone: 712-279-6702
FAX: 712-279-6629

RE: COMPLETE PREVENTIVE MAINTENANCE FOR TRACTION ELEVATORS

We propose to furnish Schumacher maintenance on the following described elevator equipment at your building located in Sioux City, Iowa:

- 1 – Traction passenger elevator (Public)
- 1 – Traction passenger elevator (Secure)

Under this contract, we will maintain the entire elevator equipment as hereinafter described on the terms and conditions subsequently set forth. We will use trained men directly employed and supervised by us. They will be qualified to keep your equipment properly adjusted, and they will use all reasonable care to maintain the elevators in proper and safe operating condition.

We will systematically examine, adjust, lubricate as required, and if, in our judgment, conditions warrant, repair or replace:

- Machine, motor, generator and controller parts, including worms, gears, thrusts, bearings, brake magnet coils or brake motors, brake shoes, brushes, windings, commutators, rotating elements, contacts, coils, resistance for operating and motor circuits.
- Controller, selector and dispatching equipment, solid state components (excluding proprietary boards and software), resistors, relays, transformers, dashpots, condensers, contacts, leads, steel selector tape, timing devices and mechanical and electrical driving equipment.
- Governor, governor jaws, governor sheave and shaft assembly, bearings and contacts.
- Door operator, car and hoistway door hangers, tracks, interlocks and door protective devices.

We also agree:

- To renew guide shoe gibs or guide rollers when in our judgment this is necessary to ensure smooth and quiet operation and, except where roller guides are used, to keep the guide rails properly lubricated.
- To periodically examine all safety devices and governors, and equalize the tension on all hoisting ropes.
- To renew all wire ropes as often as in our judgment is necessary to maintain an adequate factor of safety, and repair or replace conductor cables.
- To furnish Schumacher lubricants compounded to our rigid specifications.
- To examine, lubricate, adjust, and if, in our judgment conditions warrant, repair or replace all accessory equipment furnished and installed by us with exceptions as stated hereinafter.

PRICE ADJUSTMENT PROVISION

The price set forth in this contract shall be adjusted annually on the anniversary date of this contract in the manner provided below:

1. The contract price shall be increased or decreased by the corresponding increase or decrease in the straight time hourly rate paid, plus fringe benefits, to Elevator Constructor Mechanics in the locality where the equipment is to be maintained. The straight time hourly rate for Elevator Constructor Mechanics is the actual hourly rate paid to such mechanics. Fringe benefits include, but are not limited to, pensions, vacations, paid holidays, group life insurance, sickness and accident insurance, and hospitalization insurance.
2. The adjustment in price resulting from the above price adjustment provision shall not increase the contract price by more than the maximum permitted by any applicable legally issued Government regulations in effect at the time that such adjustments are made.

STATE REQUIRED TESTS

This contract includes all of the state tests that are presently required, as well as the filing of all the state reports regarding these tests.

These tests impose upon the equipment a much greater strain than that experienced during normal operation. Therefore, it is agreed that in making tests of the governor, safety devices, or any hydraulic devices, Schumacher Elevator Company shall not be liable for injury (including death) to persons (except employees of Schumacher Elevator Company) because of action or failure of any of these devices. If repairs are necessary as a result of these tests or if repairs are required to obtain proper operation of the equipment to meet the requirements of these tests, such work shall be billed separately in addition to the normal contract amount.

Schumacher Elevator Company is not responsible for conducting fire recall tests on the elevator(s).

It is agreed that Schumacher Elevator Company is not required to make replacements or repairs necessitated by reason of obsolescence, negligence or misuse of the equipment or by reason of any other cause beyond our control except ordinary wear and tear. We shall not be required to make any newly required safety tests or to install new attachments on the elevators as recommended or directed by insurance companies or governmental authorities, or to make any replacements mentioned herein with parts of a different design.

The following items of elevator equipment are not included under the terms of this agreement: hoistway door panels, hinges, frames, gates, and sills; cleaning, refinishing, repairing or replacing of elevator cab enclosure, flooring, sills, doors, gates, removable offset panels; light fixtures and lamps; power supply, switches, fuses, and feeders to elevator controller; fixture plates for signal equipment, all unexposed piping and connections; card readers, telephone systems and telephone lines, intercom or music systems, heating or cooling systems, emergency power generators, smoke sensors, heat sensors, and shunt trip breakers. The owner must supply Schumacher Elevator Company a complete set of "as built" electrical prints for each elevator, as well as all manuals to include adjustment procedures, all fault logs, programming information and all diagnostic tools and troubleshooting information required to maintain these elevators.

Schumacher Elevator Company maintains the right to renegotiate the terms of this contract if alterations, additions, adjustments or repairs are made by anyone other than Schumacher Elevator Company.

The items listed on the schedule below show considerable wear and should be replaced in the near future. To provide you with maximum service from these items, we are accepting these items in their present condition with the understanding that you will pay, in addition to the base contract amount, an extra amount to be determined by us at the time the items listed are first replaced. The charge for this replacement will be determined by pro-rating the total cost of replacing the individual items. The owner will pay for that portion of the life of the items used prior to the date of this contract and Schumacher Elevator Company will pay for that portion used since the date of this contract:

SCHEDULE OF PARTS TO BE PRO-RATED

NAME OF PART	NONE	INSTALLED
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All work is to be performed during the regular working hours of our regular working days (Monday – Friday, 8:00 A.M. – 4:30 P.M.), excluding elevator trade holidays.

Overtime examinations, repairs or emergency adjustment callback services performed outside the regular working hours of our regular working days are not included in this contract. If these services are requested, we will charge you extra as follows: for examinations or repairs, Schumacher Elevator Company will absorb the worked hours at straight time rates and the owner will be charged extra for the overtime premium, and for travel time and expenses at our normal billing rates.

The owner agrees to carefully monitor the equipment covered under this contract. In the event of any malfunctions or problems with this equipment the owner agrees to immediately remove that equipment from service and barricade the entrance to the equipment to prevent its use. The owner also agrees to promptly notify Schumacher Elevator Company of any equipment malfunctions, problems or accidents that may have occurred. In addition, the owner agrees to provide Schumacher Elevator Company personnel a safe place in which to work.

It is agreed that Schumacher Elevator Company assumes no liability for injuries or damage to persons or property except those directly due to our acts or omissions; and that the owner's responsibility for injuries or damages to persons or property while on or about the elevators referred to is in no way affected by this contract. Schumacher Elevator Company shall not be liable for any loss, damage or delay caused by acts of government, strikes, lockouts, fire, explosion, theft, riot, civil commotion, war, malicious mischief, act of God, or by any cause beyond our reasonable control, and in any event, Schumacher Elevator Company shall not be liable for consequential damages.

This service shall commence upon the completion of the 12 month warranty maintenance period and shall continue for a period of five years and shall be automatically renewed for subsequent five-year periods until terminated. Either party may terminate this contract either at the end of the first five years or at the end of any subsequent five-year period by giving the other party ninety (90) days prior written notice.

In the event of the sale, lease or other transfer of the elevators or dumbwaiters described herein, or of the premises in which they are located, customer agrees to see that such purchaser is made aware of this contract and assumes and agrees to be bound by the terms hereof for the balance of the contract, and subject to termination as herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the contract; provided, however, that in any such case, Schumacher Elevator Company may in its sole discretion terminate the contract with any such successor at any time upon thirty (30) days advance notice in writing.

CONTRACT PRICE Four Hundred and NO/100 DOLLARS (\$400.00) Per month

Payments of \$1,200.00 will be made on a quarterly basis and due by the last day of the month prior to the billing period. Beginning on the Effective Date of this contract, payments will be made as selected below and an Advanced Payment Discount will be applied to the net billing amount:

<u>Method of Payment</u>	<u>Billing Frequency & Advanced Payment Discount</u>		
Electronic <input type="checkbox"/>	Semi-Annual	1%	<input type="checkbox"/>
Check <input type="checkbox"/>	Annual	3%	<input type="checkbox"/>

I (we) agree to pay all invoices Net (30) thirty days from invoice date. Credit extensions will bear interest at the rate of 18% A.P.R. on all past due accounts. The customer agrees to pay all reasonable attorney fees, collection agency fees, court costs and legal fees in the event of default or failure to pay in accordance with the credit terms. Failure to pay any sum due by you within (60) sixty days will be a material breach of this contract and Schumacher Elevator Company may choose to do one of the following: 1) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate this agreement, or 2) suspend all service until all amounts due have been paid in full. If Schumacher Elevator Company elects to suspend service, we shall not be responsible for damages or injuries to persons or property during that time. Upon resumption of service, the owner will be responsible for any costs Schumacher Elevator Company incurs as a result of the suspension of service.

The owner agrees to pay, as an addition to the price herein quoted, the amount of any tax based upon the transfer, use, ownership or possession of the equipment covered under this agreement, imposed by any law enacted after the date of this agreement or imposed upon you by any existing law. The price shall be subject to adjustment at the end of each anniversary date in accordance with the Price Adjustment Provision as set forth on Page 1 of this contract.

This contract becomes effective when signed by the owner below and when approved by an executive officer of Schumacher Elevator Company. All prior representations or contracts not incorporated herein are superseded.

SCHUMACHER ELEVATOR COMPANY

BY Tod Peterson
 Tod Peterson

WOODBURY COUNTY

By [Signature]

BOARD CHAIR
 Title

Accepted in duplicate 2-20-18
 Date

SCHUMACHER ELEVATOR COMPANY

By _____

_____ Title

Approved _____

Date