



GRINNELL PUBLIC WORKS OR GROUNDS COMMITTEE REGULAR
SESSION MEETING
MONDAY, AUGUST 4, 2025, AT 4:45 PM
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL
AND VIA ZOOM
[HTTPS://ZOOM.US/J/96086266099?PWD=ZKBTG2VFNWHATVO8WPB
ADFSCFKB0YR.1](https://zoom.us/j/96086266099?pwd=ZKBTG2VFNWHATVO8WPBADFSCFKB0YR.1)

MEETING ID: 960 8626 6099
PASSCODE: 677586

TENTATIVE AGENDA

1. Roll Call:

2. Perfecting and Approval of Agenda:

3. Committee Business:

- A. Consider approval of a resolution authorizing payment of contractor's final retainage in the amount of \$11,658.48, to Jasper Construction for the 2024 Central Business District Maintenance Project. (See Resolution No. 2025-133)
- B. Consider approval of a resolution authorizing payment of the contractor's final retainage in the amount of \$30,000.00 to WRH, Inc. for the Wastewater Treatment Plant Project. (See Resolution No. 2025-134)
- C. Consider approval of a resolution authorizing payment of contractor's final retainage in the amount of \$39,076.46 to Con-Struct, Inc. for the Park Street Reconstruction Project. (See Resolution No. 2025-135)
- D. Consider approval of a supplemental contract with RES/HGS, LLC., for the Blakely Circle & RC Industries Water Quality Project.
- E. Consider approval of a resolution approving Change Order No. 3 in the amount of \$5,645.00 for the Water Quality Project. (See Resolution No. 2025-136)
- F. Consider approval of a resolution authorizing payment of contractor's Pay Request No. 8, in the amount of \$46,776.16 to RES/HGS, LLC. for the Water Quality Project. (See Resolution No. 2025-137)
- G. Consider approval of a resolution accepting the work for the Blakely Circle & RC Industries Water Quality Project. (See Resolution No. 2025-138)

Any person with a disability who requires a modification or accommodation in order to participate in the meeting, or any person with limited English proficiency (LEP) who requires language assistance to communicate with the City Council during the meeting, should contact the City Clerk, (641) 236-2600 or adevig@grinnelliowa.gov, no fewer than two business days prior to the meeting to enable the City of Grinnell to make reasonable arrangements to assure accessibility or language assistance for the meeting.

- H. Consider approval of a resolution authorizing payment of contractor's Pay Request No. 11, in the amount of \$31,978.52 to Cahoy Pump Service, Inc. for the Jordan Well No. 10 Project. (See Resolution No. 2025-139)
- I. Consider approval of a resolution authorizing payment of contractor's Pay Request No. 5, in the amount of \$358,677.42 to WRH, Inc. for the Water Treatment Plant Project. (See Resolution No. 2025-140)
- J. Consider approval of a resolution authorizing payment of contractor's Pay Request No. 5, in the amount of \$72,128.75 to Con-Struct Inc. for the Scout Subdivision Project. (See Resolution No. 2025-141)
- K. Consider approval of a resolution approving a Standard Architect Agreement and Scope of Services with RDG Planning & Designs, Inc. for the Davis Park and Merrill Park Redevelopment Project. (See Resolution No. 2025-142)
- L. Consider approval of a request from German Plumbing Heating and Cooling, Inc. to lay concrete in the alley between the buildings at 608 and 610 1st Avenue.
- M. Consider a request from Paul Kessler, 1845 4th Avenue, to approve a native planting area.
- N. Discuss water meters at the Grinnell Mobile Home Park.

4. Inquiries: Public Comment

Visitors may address the Council/Board at this time; however, comments will be limited to 2 minutes. As per Iowa's Open Meetings Law, Council/Board can only listen during public comments and cannot take any action on items that are not posted on the agenda. Council may take issues under advisement and if needed refer them to a department head, Mayor's committee, or add them to a future agenda.

5. Adjourn:

RESOLUTION NO. 2025-133

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S FINAL RETAINAGE IN THE AMOUNT OF \$11,658.48 TO JASPER CONSTRUCTION SERVICES FOR THE 2024 CENTRAL BUSINESS DISTRICT MAINTENANCE PROJECT.

WHEREAS, the City of Grinnell did enter into a contract with Jasper Construction on March 4, 2024, for the 2024 Central Business District Maintenance Project; and

WHEREAS, the final retainage request has been initiated by the City of Grinnell and Jasper Construction; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of the final retainage and Certificate of Completion was approved by the City of Grinnell on July 7, 2025; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA,

Section 1. That said improvements are hereby accepted as having been completed in accordance with the said plans, specifications, and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$11,658.48 to Jasper Construction for the 2024 Central Business District Maintenance Project.

Passed and adopted this 4th day of August 2025.

Dan F. Agnew, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director

Jasper Constructiion Services
Newton Iowa

February 4 2025

Con #328

Pay Request Retainage

Bid on Feb 29, 2024

Grinnell CBD 2024 Maintenance Project V&K Project No: 288205

Total To Date:

Final Qty

<u>Line</u>	<u>ShortDesc</u>	<u>Unit Qty</u>		<u>4/22/25</u>	<u>Unit \$</u>	<u>Amount</u>
1	Curb Repair	180.00	LF	393.06	125.00	\$49,132.50
2	Epoxy Patch at Intake	1.00	EA	1.00	1000.00	\$1,000.00
3	Beam Repair on Jewel	6.00	EA	15.00	750.00	\$11,250.00
4	Reset, Sand and Reseal Pavers (<30 SF)	18.00	EA	13.00	1000.00	\$13,000.00
5	Reset, Sand and Reseal Pavers	260.00	SF	757.00	30.00	\$22,710.00
6	Replace Damaged Pavers	230.00	SF	394.30	35.00	\$13,800.50
7	Patch by Area (Walk or Street)	95.00	SY	190.25	250.00	\$47,562.50
8	Patch by Count (Walk or Street)	55.00	EA	43.00	400.00	\$17,200.00
9	Curb/Paver Band/Walk Repair	0.00	LF		0.00	\$0.00
10	Remove/Replace Light Pole	1.00	EA		0.00	\$0.00
11	Route and Reseal Crack	120.00	LF	151.41	10.00	\$1,514.10
12	Remove and Replace Manhole Boxout	0.00	EA		0.00	\$0.00
13	Replace Intake Top and Boxout	5.00	EA		3000.00	\$0.00
14	Mobilization	1.00	LS	1.00	25000.00	\$25,000.00
15	Traffic Control	1.00	LS	1.00	5000.00	\$5,000.00
16	Mudjacking Panel	2.00	EA		1000.00	\$0.00
CO	Added Bumpout Paver Replacement at 5th and Broad			4.000	6,500.00	26,000.000

Total to Date \$233,169.60

Retainage \$0.00

Less Previous Payments \$221,511.12

Amount Due \$11,658.48

Veenstra & Kimm, Inc

Date



6/24/25

City of Grinnell

RESOLUTION NO. 2025-134

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S FINAL RETAINAGE IN THE AMOUNT OF \$30,000.00 TO WRH, INC. FOR THE WASTEWATER TREATMENT PLANT PROJECT.

WHEREAS, the City of Grinnell did enter into a contract with WRH, Inc. on December 4, 2017, for the Wastewater Treatment Plant Project; and

WHEREAS, the final retainage request has been initiated by the City of Grinnell and WRH, Inc.; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of the final retainage and Certificate of Completion was approved by the City of Grinnell on July 7, 2025; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA,

Section 1. That said improvements are hereby accepted as having been completed in accordance with the said plans, specifications, and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$30,000.00 to WRH, Inc. for the Wastewater Treatment Plant Project.

Passed and adopted this 4th day of August 2025.

Dan F. Agnew, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director

PAY ESTIMATE NO. 37

Date: June 30, 2025

FINAL PAY APPLICATION - RELEASE OF RETAINAGE

Project Title		Wastewater Treatment Facility Improvements Grinnell, Iowa				Contractor	WRH, Inc. P.O. Box 256 Amana, Iowa 52203	
Orig. Contract Amount & Date		\$13,574,000.00	December 4, 2017			Pay Period	12/13/2023 to 6/30/2025	
BID ITEMS								
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed	
1.1	Bond & Insurance	LS	xxxxx	xxxxx	\$ 131,000.00	100%	\$131,000.00	
1.2	Mobilization	LS	xxxxx	xxxxx	\$ 200,000.00	100%	\$200,000.00	
1.3	General Conditions	LS	xxxxx	xxxxx	\$ 665,000.00	100%	\$665,000.00	
2.1	Demolition of Existing Plant	LS	xxxxx	xxxxx	\$ 100,000.00	100%	\$100,000.00	
2.2	Earthwork	LS	xxxxx	xxxxx	\$ 1,216,000.00	100%	\$1,216,000.00	
2.3	Asphalt Paving	LS	xxxxx	xxxxx	\$ 190,000.00	100%	\$190,000.00	
2.4	PCC Paving & Walks	LS	xxxxx	xxxxx	\$ 108,000.00	100%	\$108,000.00	
2.5	Underground Pipe & MH's	LS	xxxxx	xxxxx	\$ 1,200,000.00	100%	\$1,200,000.00	
2.6	Fence	LS	xxxxx	xxxxx	\$ 38,000.00	100%	\$38,000.00	
2.7	Erosion Control	LS	xxxxx	xxxxx	\$ 16,000.00	100%	\$16,000.00	
2.8	Seeding & Landscaing	LS	xxxxx	xxxxx	\$ 40,000.00	100%	\$40,000.00	
3.1	Reinforcing Steel	LS	xxxxx	xxxxx	\$ 892,500.00	100%	\$892,500.00	
3.2	Concrete -#10 Headworks Bldg.	LS	xxxxx	xxxxx	\$ 210,000.00	100%	\$210,000.00	
3.3	Concrete -#20 Process Tanks	LS	xxxxx	xxxxx	\$ 1,407,000.00	100%	\$1,407,000.00	
3.4	Concrete -#25 Final Clarifier Splitter Box	LS	xxxxx	xxxxx	\$ 40,000.00	100%	\$40,000.00	
3.5	Concrete -#30 Final Clarifier No. 3	LS	xxxxx	xxxxx	\$ 231,000.00	100%	\$231,000.00	
3.6	Concrete -#40 UV Disinfection Bldg.	LS	xxxxx	xxxxx	\$ 64,000.00	100%	\$64,000.00	
3.7	Concrete -#50 Effluent Flume	LS	xxxxx	xxxxx	\$ 13,000.00	100%	\$13,000.00	
3.8	Concrete -#55 Sludge Pump Station	LS	xxxxx	xxxxx	\$ 71,000.00	100%	\$71,000.00	
3.9	Concrete -#60 Aerobic Digester	LS	xxxxx	xxxxx	\$ 261,000.00	100%	\$261,000.00	
3.10	Concrete -#65 Digester Bldg.	LS	xxxxx	xxxxx	\$ 52,000.00	100%	\$52,000.00	
3.11	Concrete -#70 Sludge Storage	LS	xxxxx	xxxxx	\$ 3,400.00	100%	\$3,400.00	
3.12	Concrete -#90 Administration Bldg.	LS	xxxxx	xxxxx	\$ 59,000.00	100%	\$59,000.00	
3.13	Precast Concrete	LS	xxxxx	xxxxx	\$ 70,000.00	100%	\$70,000.00	
4.1	Masonry	LS	xxxxx	xxxxx	\$ 411,600.00	100%	\$411,600.00	
5.1	Misc. Metals, Handrail & Hatches	LS	xxxxx	xxxxx	\$ 215,500.00	100%	\$215,500.00	
6.1	Framing, Carpentry	LS	xxxxx	xxxxx	\$ 15,000.00	100%	\$15,000.00	
7.1	Roofing & Sheet Metal	LS	xxxxx	xxxxx	\$ 177,000.00	100%	\$177,000.00	
7.2	Insulation & Damp Proofing	LS	xxxxx	xxxxx	\$ 8,000.00	100%	\$8,000.00	
7.3	Joint Sealants	LS	xxxxx	xxxxx	\$ 13,000.00	100%	\$13,000.00	
8.1	Doors & Hardware (HM & FRP)	LS	xxxxx	xxxxx	\$ 43,000.00	100%	\$43,000.00	
8.2	Doors (Coiling & OH)	LS	xxxxx	xxxxx	\$ 9,000.00	100%	\$9,000.00	
8.3	Windows (Storefront & Clad)	LS	xxxxx	xxxxx	\$ 19,000.00	100%	\$19,000.00	
9.1	Painting	LS	xxxxx	xxxxx	\$ 180,000.00	100%	\$180,000.00	
9.2	Flooring	LS	xxxxx	xxxxx	\$ 57,000.00	100%	\$57,000.00	
9.3	Drywall	LS	xxxxx	xxxxx	\$ 13,000.00	100%	\$13,000.00	
9.4	Ceilings	LS	xxxxx	xxxxx	\$ 15,000.00	100%	\$15,000.00	
10.1	Specialties (Lockers, RR Access., Signs)	LS	xxxxx	xxxxx	\$ 25,000.00	100%	\$25,000.00	
11.1	Stamford Baffles	LS	xxxxx	xxxxx	\$ 50,000.00	100%	\$50,000.00	

11.2	FRP Flumes & Grating	LS	xxxxx	xxxxx	\$ 11,500.00	100%	\$11,500.00
11.3	Flow Control Gates	LS	xxxxx	xxxxx	\$ 110,000.00	100%	\$110,000.00
11.4	Grit Removal Equipment	LS	xxxxx	xxxxx	\$ 260,000.00	100%	\$260,000.00
11.5	Grip Pumps	LS	xxxxx	xxxxx	\$ 25,000.00	100%	\$25,000.00
11.6	Mechanical Bar Screen	LS	xxxxx	xxxxx	\$ 93,000.00	100%	\$93,000.00
11.7	Submersible Pumps	LS	xxxxx	xxxxx	\$ 72,000.00	100%	\$72,000.00
11.8	Sludge Mixing Equipment	LS	xxxxx	xxxxx	\$ 132,000.00	100%	\$132,000.00
11.9	New Clarifier, Weirs & Baffles	LS	xxxxx	xxxxx	\$ 130,000.00	100%	\$130,000.00
11.10	#22 Clarifier Repairs	LS	xxxxx	xxxxx	\$ 45,000.00	100%	\$45,000.00
11.11	Air Blowers	LS	xxxxx	xxxxx	\$ 135,000.00	100%	\$135,000.00
11.12	Rotary Lobe Sludge Pumps	LS	xxxxx	xxxxx	\$ 72,000.00	100%	\$72,000.00
11.13	Digester Equipment	LS	xxxxx	xxxxx	\$ 755,000.00	100%	\$755,000.00
11.14	Nutrient Removal System	LS	xxxxx	xxxxx	\$ 585,000.00	100%	\$585,000.00
11.15	NPW Booster Station	LS	xxxxx	xxxxx	\$ 91,500.00	100%	\$91,500.00
11.16	U.V. Equipment	LS	xxxxx	xxxxx	\$ 162,000.00	100%	\$162,000.00
12.1	Lab Casework	LS	xxxxx	xxxxx	\$ 56,000.00	100%	\$56,000.00
14.1	Hoists	LS	xxxxx	xxxxx	\$ 7,000.00	100%	\$7,000.00
15.1	Process Pipe	LS	xxxxx	xxxxx	\$ 352,000.00	100%	\$352,000.00
15.2	Valves	LS	xxxxx	xxxxx	\$ 150,000.00	100%	\$150,000.00
15.3	Mech.- Plumbing/HVAC - General Conditions	LS	xxxxx	xxxxx	\$ 60,000.00	100%	\$60,000.00
15.4	Plumbing - #10 Headworks Bldg.	LS	xxxxx	xxxxx	\$ 17,000.00	100%	\$17,000.00
15.5	Plumbing - #40 UV Disinfection Bldg.	LS	xxxxx	xxxxx	\$ 1,500.00	100%	\$1,500.00
15.6	Plumbing - #55 Sludge Pump Station	LS	xxxxx	xxxxx	\$ 6,000.00	100%	\$6,000.00
15.7	Plumbing - #65 Digester Bldg.	LS	xxxxx	xxxxx	\$ 5,000.00	100%	\$5,000.00
15.8	Plumbing - #90 Admin Bldg.	LS	xxxxx	xxxxx	\$ 65,000.00	100%	\$65,000.00
15.9	HVAC - Test & Balance	LS	xxxxx	xxxxx	\$ 10,000.00	100%	\$10,000.00
15.10	HVAC - Controls	LS	xxxxx	xxxxx	\$ 42,000.00	100%	\$42,000.00
15.11	HVAC - Equipment	LS	xxxxx	xxxxx	\$ 116,000.00	100%	\$116,000.00
15.12	HVAC - #10 Headworks Bldg.	LS	xxxxx	xxxxx	\$ 123,000.00	100%	\$123,000.00
15.13	HVAC - #40 UV Disinfection Bldg.	LS	xxxxx	xxxxx	\$ 13,500.00	100%	\$13,500.00
15.14	HVAC - #65 Digester Bldg.	LS	xxxxx	xxxxx	\$ 17,000.00	100%	\$17,000.00
15.15	HVAC - #90 Admin Bldg.	LS	xxxxx	xxxxx	\$ 49,000.00	100%	\$49,000.00
16.1	Electrical - Generator	LS	xxxxx	xxxxx	\$ 163,000.00	100%	\$163,000.00
16.2	Electrical - Lighting	LS	xxxxx	xxxxx	\$ 58,000.00	100%	\$58,000.00
16.3	Electrical - #10 Headworks Bldg.	LS	xxxxx	xxxxx	\$ 54,000.00	100%	\$54,000.00
16.4	Electrical - #20 Process Tanks	LS	xxxxx	xxxxx	\$ 45,000.00	100%	\$45,000.00
16.5	Electrical - #30 Final Clarifier	LS	xxxxx	xxxxx	\$ 42,000.00	100%	\$42,000.00
16.6	Electrical - #90 Admin Bldg.	LS	xxxxx	xxxxx	\$ 55,000.00	100%	\$55,000.00
16.7	Electrical - Site & Temp Power	LS	xxxxx	xxxxx	\$ 305,000.00	100%	\$305,000.00
16.8	Controls - General Conditions	LS	xxxxx	xxxxx	\$ 16,000.00	100%	\$16,000.00
16.9	Control Panels	LS	xxxxx	xxxxx	\$ 125,000.00	100%	\$125,000.00
16.10	SCADA Computer & Software	LS	xxxxx	xxxxx	\$ 40,000.00	100%	\$40,000.00
16.11	Instrumentation	LS	xxxxx	xxxxx	\$ 83,000.00	100%	\$83,000.00
16.12	Electrical Gear	LS	xxxxx	xxxxx	\$ 275,000.00	100%	\$275,000.00
16.13	Star-up & Training	LS	xxxxx	xxxxx	\$ 15,000.00	100%	\$15,000.00
	Total				\$ 13,574,000.00		\$13,574,000.00

Materials Stored Summary						
				Number of Units	Unit Price	Extended Cost
					Total	\$0.00
SUMMARY						
			Contract Price		Value Completed	
Original Contract Price			\$13,574,000.00		\$13,574,000.00	
Approved Change Order (list each)		No. 1	\$23,392.18		\$23,392.18	
		No.2	\$26,210.56		\$26,210.56	
		No. 3	\$20,258.25		\$20,258.75	
		No. 4	\$78,588.43		\$78,588.43	
		No. 5	\$182,275.99		\$182,275.99	
		No. 6	\$59,712.72		\$59,712.72	
Revised Contract Price			\$13,964,438.13		\$13,964,438.63	
Materials Stored					\$0.00	
Value of Completed Work and Materials Stored					\$13,964,438.63	
Less Retained Percentage					\$30,000.00	
Net Amount Due This Estimate					\$13,934,438.63	

Less Estimate(s) Previously Approved		No. 1	\$157,700.00	
		No. 2	\$172,900.00	
		No. 3	\$924,479.68	
		No. 4	\$1,006,090.87	
		No. 5	\$840,943.80	
		No. 6	\$989,069.00	
		No. 7	\$526,780.70	
		No. 8	\$533,685.32	
		No. 9	\$456,337.25	
		No. 10	\$1,374,978.99	
		No. 11	\$922,524.08	
		No. 12	\$374,465.02	
		No. 13	\$88,293.00	
		No. 14	\$105,450.00	
		No. 15	\$833,547.79	
		No. 16	\$590,954.16	
		No. 17	\$365,981.13	
		No. 18	\$435,975.25	
		No. 19	\$285,516.22	
		No. 20	\$308,322.52	
		No. 21	\$248,405.53	
		No. 22	\$155,325.00	
		No. 23	\$253,651.18	
		No. 24	\$118,275.00	
		No. 25	\$174,266.87	
		No. 26	\$119,613.99	
		No. 27	\$117,774.50	
		No. 28	\$142,108.78	
		No. 29	\$135,871.85	
		No. 30	\$334,108.00	
		No. 31	\$106,065.50	
		No. 32	\$429,015.84	
		No. 33	\$96,250.10	
		No. 34	\$120,000.00	
		No. 35	\$59,711.72	
		No. 36	\$30,000.00	
Total Previously Approved			\$13,934,438.63	
Percent Complete	100%	Amount Due This Estimate		\$0.00

The amount \$30,000.00 of final retainage is recommended for approval to be released 30 days after acceptance of the project in accordance with the terms of the Contract.

Prepared By: WRH, Inc.	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Grinnell
Signature	Signature 	Signature
Title Project Manager	Title Project Engineer	Title
Date	Date 7/2/25	Date

V&K Job No. 288117

RESOLUTION NO. 2025-135

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S FINAL RETAINAGE IN THE AMOUNT OF \$39,076.46 TO CON-STRUCT INC. FOR THE PARK STREET RECONSTRUCTION PROJECT.

WHEREAS, the City of Grinnell did enter into a contract with Con-Struct, Inc. on April 1, 2024, for the Park Street Reconstruction Project; and

WHEREAS, the final retainage request has been initiated by the City of Grinnell and Con-Struct, Inc.; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of the final retainage and Certificate of Completion was approved by the City of Grinnell on July 7, 2025; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA,

Section 1. That said improvements are hereby accepted as having been completed in accordance with the said plans, specifications, and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$39,076.46 to Con-Struct, Inc. for the Park Street Reconstruction Project.

Passed and adopted this 4th day of August 2025.

Dan F. Agnew, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director

Con-Struct Inc.

1710 E. Main Street
Marshalltown, IA 50158
641-752-1865
Fax-752-5905

Pay App #6 - Retainage							
Grinnell - Park Street Reconstruction							
Date 5/30/2025							
ITEM NO.	DESCRIPTION OF ITEM ON WHICH BID IS BASED	Bid Quantity	To Date Quantity	Period Quantity	UNIT	UNIT PRICE	Total Completed To Date
1	Mobilization	1	1.00		LS	\$45,000.00	\$45,000.00
2	Traffic Control	1	1.00		LS	\$9,000.00	\$9,000.00
3	Construction Staking	1	1.00		LS	\$7,000.00	\$7,000.00
4	SWPPP Preparation	1	1.00		LS	\$3,000.00	\$3,000.00
5	SWPPP Management	1	1.00		LS	\$5,600.00	\$5,600.00
6	Intake Protection	2	1.00		EA	\$250.00	\$250.00
7	Tree Removal	2	1.00		EA	\$1,000.00	\$1,000.00
8	Sidewalk Removal	204	228.00		SY	\$8.00	\$1,824.00
9	Pavement Removal	1,668	1668.00		SY	\$8.00	\$13,344.00
10	Sanitary Sewer Removal	389	389.00		LF	\$15.00	\$5,835.00
11	Storm Intake, Adjustment	2			EA	\$2,500.00	\$0.00
12	Water System Connections	4	4.00		EA	\$7,500.00	\$30,000.00
13	Water Main, 12-Inch, Trenched	535	550.00		LF	\$72.00	\$39,600.00
14	Water Valve, 12-Inch	2	2.00		EA	\$5,500.00	\$11,000.00
15	Water Service, 1-Inch	7	6.00		EA	\$3,500.00	\$21,000.00
16	Water Service, 6-Inch	1	2.00		EA	\$4,500.00	\$9,000.00
17	Sanitary Sewer, 8"	389	389.00		LF	\$90.00	\$35,010.00
18	Sanitary Services	8	7.00		EA	\$4,000.00	\$28,000.00
19	Convert Intakes to Manholes	2	1.00		EA	\$3,500.00	\$3,500.00
20	Storm Intakes	1	1.00		EA	\$5,000.00	\$5,000.00
21	Storm Sewer, 15"	39	39.00		LF	\$100.00	\$3,900.00
22	PCC Sidewalk	190	214.00		SY	\$65.00	\$13,910.00
23	Truncated Domes	60	60.00		SF	\$45.00	\$2,700.00
24	7" PCC Pavement	1,759	1743.00		SY	\$66.00	\$115,038.00
25	Subgrade Preparation	2,035	2035.00		SY	\$3.00	\$6,105.00
26	Unclassified Excavation	350	350.00		CY	\$75.00	\$26,250.00
27	Modified Subbase	2,035	2035.00		SY	\$12.00	\$24,420.00
28	Longitudinal Subdrain, 4"	400	400.00		LF	\$22.00	\$8,800.00
29	Longitudinal Subdrain, 10"	400	400.00		LF	\$30.00	\$12,000.00
30	Subdrain Cleanout	2	2.00		EA	\$1,000.00	\$2,000.00
31	Subdrain Outlet	2	2.00		EA	\$800.00	\$1,600.00
32	Light Fixture, Pole and Footing	8	9.00	1.00	EA	\$5,300.00	\$47,700.00
33	Electrical System / Power Connections	1	1.00		LS	\$41,075.00	\$41,075.00
34	Trees	24	23.00		EA	\$800.00	\$18,400.00
35	Hydro Seed, Mulch Fertilize	1.3	0.97		AC	\$4,500.00	\$4,365.00
36	Signal Modifications, Broad Street	1	1.00		LS	\$97,068.00	\$97,068.00
37	Signal Modifications, Park Street	1	1.00		LS	\$62,047.00	\$62,047.00
38	Roof Drain System	1	1.00		LS	\$10,000.00	\$10,000.00
CO 1	Hydrant Extension		1.00		LS	\$10,188.20	\$10,188.20

Con-Struct Inc.	Date 5/30/25	Total Completed To Date	\$781,529.20
		5% Retainage	\$0.00
		Total Earned Less Retainage	\$781,529.20
		Less Previous Certificates for Payment	\$742,452.74
Veenstra & Kimm	Date 6/24/25	Current Payment Due	\$39,076.46
City of Grinnell	Date		

SUPPLEMENTAL CONTRACT

Blakely Circle (Contract 1) & RC Industries (Contract 2) Water Quality, Grinnell Iowa

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the **City of Grinnell, Iowa**, party of the first part, hereinafter referred to as the "Owner", and **RES/HGS, LLC**, party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has caused to be prepared certain plans and specifications and proposal blanks dated the 5th day of January, 2023, for the Blakely Circle (Contract 1) and RC Industries (Contract 2) project under the terms and conditions therein fully stated and set forth, and,

WHEREAS, the Contractor and Owner have previously entered into an agreement on the 20th day of February 2023 for work covered by the terms of the plans and specifications and proposal, and,

WHEREAS, the Contractor has completed all work on the project with the exception of any tree replacments of dead trees, unfinished 2025 maintenance items and 2026 maintenance items of the prairie grasses as specified. The work remaining on the project will be completed under this supplemental, and,

WHEREAS, the work to date encompasses more than 95% of the value of the project, and,

WHEREAS, the said plans, specifications and proposal blanks accurately and fully describe the terms and conditions upon which the Contractor has performed the work specified and the Contractor is willing to perform the remaining work under this Supplemental Contract, and,

WHEREAS, pursuant to Section 573.27 of the Code of Iowa, 2001, a supplemental contract can be entered into by the Owner and Contractor for the remaining work, thus allowing the original construction contract and retainage to be paid in accordance with Chapter 573 of the Code of Iowa.

NOW, THEREFORE, it is agreed:

1. The Supplemental Contract entered into between the Owner and Contractor is subject to the terms and conditions of Chapter 573 of the Code of Iowa and more specifically Section 573.27 of the Code of Iowa dealing with supplemental contracts.

SC-1

288133-1

2. The work to be completed under the Supplemental Contract for the Blakely Circle (Contract 1) and RC Industries (Contract 2) project is generally described as follows:
 - A. Spraying and mowing for the previously mentioned 2026 maintenance and other work as mentioned.
3. The total value of the work remaining to be completed under the Supplemental Contract has a value of \$8,500.00 determined on the basis of the work remaining to be completed. Final payment on the Supplemental Contract will be made on the basis of the completion of the remaining work for the unit price payment in accordance with the provisions of the contract dated February 20, 2023.
4. The Supplemental Contract extends the contract period under the Supplemental Contract only as follows:
 - A. All work under the Supplemental Contract shall be completed no later than October 31, 2026.
5. That this Supplemental Contract shall consist of the component parts which were made a part of the agreement and contract dated February 20, 2023 as fully and absolutely as if they were set out in detail in this Supplemental Contract.
6. That the payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of the original contract and this Supplemental Contract.
7. That the provisions of the contract of February 20, 2023 with respect to liquidated damages shall apply to this Supplemental Contract except that the liquidated damage assessment of \$100 per consecutive calendar day will be made for each calendar day after the completion date set forth in this Supplemental Contract.

IN WITNESS THEREOF, the parties hereto have executed this instrument on the date first written above.

RES/HGS, LLC

By



Lucas Lilly, General Manager

CITY OF GRINNELL, IOWA

By

SC-2

288133-1

ATTEST:

ATTEST:

Michelle Snider
Michelle Snider, Sr. Project Accountant

City Clerk

CONSENT OF SURETY

By _____

Title _____

SC-3

288133-1

RESOLUTION NO. 2025-136

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 3 IN THE AMOUNT OF \$5,645.00 FOR A NET INCREASE TO THE CONTRACT WITH RES/HGS LLC. FOR THE WATER QUALITY IMPROVEMENT PROJECT (BLAKELY CIRCLE AND RC INDUSTRIES)

WHEREAS, the City of Grinnell did enter into a contract with RES/HGS LLC of Warrenton, Virginia, on February 20, 2023, for the Water Quality Improvement Project (Blakely Circle and RC Industries); and

WHEREAS, RES/HGS LLC has submitted Contract Change Order No. 3 for a net increase of \$5,645.00; and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Order No. 3; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 4th day of August 2025 that the contract amount has decreased by \$5,645.00 in accordance with Contract Change Order No. 3 is hereby approved as executed.

Passed and adopted this 4th day of August 2025.

Dan F. Agnew, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director

July 25, 2025

CHANGE ORDER NO. 3

GRINNELL, IOWA
Grinnell Water Quality Projects

Change Order No. 3 is for additional cost for adding 2 plunge pools at the cost of \$2,822.50 each. The plunge pools are to be placed below the existing storm sewer outfall located at the north and west side of site.

Change Order No. 3 increases the contract price by a total of \$5,645.00.

RES, LLC

By _____

Title _____

Date _____

VEENSTRA & KIMM, INC.

By John Micka

Title Project Manager

Date 7/23/25

CITY OF GRINNELL

By _____

Title _____

Date _____

ATTEST:

By _____

Title _____

Date _____

RESOLUTION NO. 2025-137

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 8 IN THE AMOUNT OF \$46,76.16 TO RES/HGS LLC OF WARRENTON, VA FOR THE WATER QUALITY IMPROVEMENT PROJECT (BLAKELY CIRCLE AND RC INDUSTRIES)

WHEREAS, the City of Grinnell did enter into a contract with RES/HGS LLC of Warrenton, Virginia, on February 20, 2023, for the Water Quality Improvement Project (Blakely Circle and RC Industries); and

WHEREAS, Pay Estimate No. 8 has been initiated by the City of Grinnell and RES/HGS LLC of Warrenton, VA; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Estimate No. 8; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA,

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications, and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$46,776.16 to RES/HGS LLC of Warrenton, VA for the Water Quality Improvement Project (Blakely Circle and RC Industries).

Passed and adopted this 4th day of August 2025.

Dan F. Agnew, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director

**VEENSTRA & KIMM INC.**3000 Westown Parkway
West Des Moines, Iowa 50266515.225.8000 // 800.241.8000
www.v-k.netDate: **July 28, 2025****PAY ESTIMATE NO. 8 FINAL**

Project Title		Grinnell Water Quality Project - Blakely Circle & RC Industries City of Grinnell		Contractor	RES/HGS, LLC 5367 Telephone Road Warrenton, VA 20187			
Original Contract Amount & Date		\$581,871.27	20-Feb-23	Pay Period	10/1/2024 to 7/28/2025			
BID ITEMS								
Bid Item No.	Specification Section / Description		Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
CONTRACT Part 1 - BLAKLEY CIRCLE								
1.1	Mobilization		LS	1	\$ 16,164.00	\$ 16,164.00	100%	\$ 16,164.00
1.2	Construction Staking		LS	1	\$ 5,659.00	\$ 5,659.00	100%	\$ 5,659.00
1.3	Traffic Control		LS	1	\$ 4,332.00	\$ 4,332.00	100%	\$ 4,332.00
1.4	Class 10 Excavation		CY	8096	\$ 24.09	\$ 195,032.64	8098	\$ 195,080.82
1.5	Topsoil, Strip, Salvage and Spread		AC	2.7	\$ 14,548.00	\$ 39,279.60	2.7	\$ 39,279.60
1.6	Seeding and Mulching, Type 2		AC	2.5	\$ 2,823.00	\$ 7,057.50	2.5	\$ 7,057.50
1.7	No-Till Native Seeding and Mulching, Upland Mix		AC	9.9	\$ 354.00	\$ 3,504.60	9.9	\$ 3,504.60
1.8	No-Till Native Seeding and Mulching, Lowland Mix		AC	0.1	\$ 1,909.00	\$ 190.90	0.1	\$ 190.90
1.9	Mowing		AC	90	\$ 158.00	\$ 14,220.00	60.1	\$ 9,495.80
1.10	Spraying		AC	25	\$ 268.00	\$ 6,700.00	25	\$ 6,700.00
1.11	Filter Socks, 8"		LF	800	\$ 3.86	\$ 3,088.00	800	\$ 3,088.00
1.12	Silt Fence		LF	2,500	\$ 4.02	\$ 10,050.00	2500	\$ 10,050.00
1.13	Stormwater Polution Plan (SWPPP) Preparation		LS	1	\$ 3,336.00	\$ 3,336.00	100%	\$ 3,336.00
1.14	Stormwater Polution Plan (SWPPP) Management		LS	1	\$ 14,426.00	\$ 14,426.00	100%	\$ 14,426.00
1.15	Rolled Erosion Control (RECP)		SY	5,850	\$ 1.93	\$ 11,290.50	5850	\$ 11,290.50
1.16	Transition Mat		SF	2,950	\$ 12.51	\$ 36,904.50	2950	\$ 36,904.50
1.17	Northern Red Oak quarcus rubra 2.5 inch CAL (symbol NO)		EA	3	\$ 1,011.00	\$ 3,033.00	3	\$ 3,033.00
1.18	Swamp White Oak quarcus bicolor 2.5 inch CAL (symbol SO)		EA	3	\$ 1,011.00	\$ 3,033.00	3	\$ 3,033.00
1.19	Hackberry certis occidentalis 2.5 CAL (symbol HB)		EA	6	\$ 1,011.00	\$ 6,066.00	6	\$ 6,066.00
1.20	Shagbank Hickory carya ovata 2.5 inch CAL (symbol SH)		EA	7	\$ 1,011.00	\$ 7,077.00	7	\$ 7,077.00
1.21	Boulders - 1' x 1' 2"		EA	216	\$ 138.64	\$ 29,946.24	216	\$ 29,946.24
1.22	Boulders - 1' x 0.5' x 2'		EA	64	\$ 116.00	\$ 7,424.00	64	\$ 7,424.00
1.23	Select Backfill/Channel Bed Lining Material		CY	63	\$ 106.00	\$ 6,678.00	63	\$ 6,678.00
1.24	Filter Fabric		SY	250	\$ 4.39	\$ 1,097.50	250	\$ 1,097.50
1.25	Rip Rap Class E		TONS	200	\$ 77.00	\$ 15,400.00	200	\$ 15,400.00
CONTRACT Part 2 - RC INDUSTRIES				TOTAL BLAKELY CIRCLE		\$ 450,989.98	COMPLETED	\$ 446,313.96
2.1	Mobilization		LS	1	\$ 10,648.00	\$ 10,648.00	100%	\$ 10,648.00
2.2	Construction Staking		LS	1	\$ 5,659.00	\$ 5,659.00	100%	\$ 5,659.00
2.3	Traffic Control		LS	1	\$ 3,380.00	\$ 3,380.00	100%	\$ 3,380.00
2.4	Class 10 Excavation		CY	780	\$ 23.58	\$ 18,392.40	780	\$ 18,392.40
2.5	Topsoil, Strip, Salvage and Spread		AC	0.4	\$ 12,960.00	\$ 5,184.00	0.4	\$ 5,184.00
2.6	Handling of Existing Flow		LS	1	\$ 10,536.00	\$ 10,536.00	100%	\$ 10,536.00
2.7	Seeding and Mulching, Type 2		AC	0.5	\$ 3,271.00	\$ 1,635.50	0.5	\$ 1,635.50
2.8	No-Till Native Seeding and Mulching, Upland Mix		AC	0.5	\$ 993.00	\$ 496.50	0.5	\$ 496.50
2.9	No-Till Native Seeding and Mulching, Lowland Mic		AC	0.4	\$ 602.00	\$ 240.80	0.4	\$ 240.80
2.10	Mowing		AC	11	\$ 318.00	\$ 3,498.00	5.95	\$ 1,892.10
2.11	Spraying		AC	2	\$ 909.00	\$ 1,818.00	1	\$ 909.00
2.12	Filter Socks, 8"		LF	400	\$ 4.28	\$ 1,712.00		\$ -
2.13	Silt Fence		LF	1000	\$ 4.02	\$ 4,020.00		\$ -
2.14	Stormwater Polution Plan (SWPPP) Preparation		LS	1	\$ 1,859.00	\$ 1,859.00	100%	\$ 1,859.00
2.15	Stormwater Polution Plan (SWPPP) Management		LS	1	\$ 11,267.00	\$ 11,267.00	100%	\$ 11,267.00
2.16	Transition Mat		SF	64	\$ 17.89	\$ 1,144.96	64	\$ 1,144.96
2.17	Rolled Erosion Control (RECP)		SY	1152	\$ 2.15	\$ 2,476.80	1152	\$ 2,476.80
2.18	River Birch - Betula nigra Multi-stem 7' high (symbol RB)		EA	12	\$ 813.00	\$ 9,756.00	12	\$ 9,756.00
2.19	American Sycomore-plantanus occidentalis - 1.5 inch CA: - B/B (Symbol HP)		EA	6	\$ 813.00	\$ 4,878.00	6	\$ 4,878.00
2.20	Gray Dodwood cornus racemose (symbol GD)		EA	90	\$ 24.65	\$ 2,218.50	90	\$ 2,218.50
2.21	Pussy Willow salix discolor (symbol PW)		EA	180	\$ 24.65	\$ 4,437.00	180	\$ 4,437.00
2.22	Red-Osier Dogwood cornus sericea (symbol SH)		EA	89	\$ 24.65	\$ 2,193.85	89	\$ 2,193.85
2.23	Rip Rap Class E		TONS	300	\$ 78.10	\$ 23,430.00	300	\$ 23,430.00
				TOTAL RC INDUSTRIES		\$ 130,881.31	COMPLETED	\$ 122,634.41
				TOTAL ORIGINAL CONTRACT		\$ 581,871.29	COMPLETED	\$ 568,948.37

SUMMARY			
		Original Contract Price	Value Completed
Bid Items Subtotal		\$581,871.27	\$ 568,948.37
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	
Change Order No.1	Intercept Existing Drain Tiles	\$ 9,562.00	\$ 9,562.00
Change Order No.2	Drainline Outlet, Grading @ Airport Spoils Pile	\$ 7,245.00	\$ 7,245.00
Change Order No.3	2 Plunge Pools at Existing Storm Sewer Outfalls	\$ 5,645.00	\$ 5,485.00
TOTAL ALL CHANGE ORDERS		\$ 22,452.00	\$ 22,292.00
Revised Contract Price			\$ 591,240.37
Total Materials Stored			\$ -
Value of Completed Work and Materials Stored			\$ 591,240.37
Less Retained Percentage (5%)			\$ 29,562.02
Total Earned Less Retainage			\$ 561,678.35
PREVIOUSLY APPROVED PARTIAL PAYMENTS			
Less Estimate(s) Previously Approved		Pay Estimate No. 1	\$ 131,960.42
		Pay Estimate No. 2	\$ 113,777.70
		Pay Estimate No. 3	\$ 90,932.54
		Pay Estimate No. 4	\$ 80,342.73
		Pay Estimate No. 5	\$ 71,592.42
		Pay Estimate No. 6	\$ 20,992.72
		Pay Estimate No. 7	\$ 5,303.66
Less Total Pay Estimates Previously Approved			\$ 514,902.19
Percent Complete	101.6%	Amount Due This Estimate	\$ 46,776.16

The amount \$46,776.16 is recommended for approval for payment in accordance with the terms of the contract.
The retainage amount \$29,562.02 is recommended for payment 31 days after the project is accepted by the City.

Quantities Complete Submitted By: RES/HGS, LLC	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Grinnell
Signature <i>Michelle Snider</i>	Signature 	Signature
Title Sr. Project Accountant	Title Project Manager	Title Mayor
Date 7/28/2025	Date 7/28/2025	Date

RESOLUTION NO. 2025-138

RESOLUTION ACCEPTING WORK FOR THE BLAKELY CIRCLE & RC INDUSTRIES WATER QUALITY PROJECT.

WHEREAS, the City of Grinnell did enter into a contract with RES/HGS, LLC. on February 20, 2023, for Blakely Circle & RC Property Water Quality Project; and

WHEREAS, said contractor has substantially completed the construction of said improvements, known as the Blakely Circle & RC Industries Water Quality Project, in accordance with the terms and conditions of said contract and plans and specifications.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA,

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications and contract. The total contract cost of the improvements payable under said contract is hereby determined to be \$591,240.37.

Passed and approved on this 4th day of August 2025.

Dan F. Agnew, Mayor

ATTEST:

Alyssa Devig, City Clerk/Finance Director

CERTIFICATE OF COMPLETION

BLAKELY CIRCLE and RC PROPERTY GRINNELL, IOWA

Veenstra & Kimm, Inc. hereby certifies that we have made an on-site review of the completed construction of the Blakely Circle and RC Property project under the Contract as performed by RES/HGS, LLC of Bellaire, TX and the date of completion is hereby established as 7-28-2025.

As Engineers for the project, it is our opinion that the work performed is in substantial accordance with the plans and specifications, and that the final amount of the contract is \$591,240.37.

Filed by: **VEENSTRA & KIMM, INC.**

Accepted by: **CITY OF GRINNELL, IOWA**

By 

By _____

Title Project Manager

Title Mayor

Date Certificate Filed:

Date Accepted:

7-28-2025

RESOLUTION NO. 2025-139

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 11 IN THE AMOUNT OF \$31,978.52 TO THE CAHOY GROUP, SUMNER, IA, FOR THE JORDAN WELL NO. 10 PROJECT.

WHEREAS, the City of Grinnell did enter into a contract with The Cahoy Group on May 6, 2024, for the Jordan Well No. 10 Project; and

WHEREAS, Pay Estimate No. 11 has been initiated by the City of Grinnell and The Cahoy Group, Sumner, IA; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Estimate No. 11; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA,

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications, and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$31,978.52 to The Cahoy Group, Sumner, IA, for the Jordan Well No. 10 Project.

Passed and adopted this 4th day of August 2025.

Dan F. Agnew, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director

Contractor's Application for Payment

Owner: <u>City of Grinnell, Iowa</u>	Owner's Project No.: <u>N/A</u>
Engineer: <u>McClure Engineering Company</u>	Engineer's Project No.: <u>2022000116-002</u>
Contractor: <u>Cahoy Pump Service, Inc.</u>	Contractor's Project No.: <u>N/A</u>
Project: <u>Water System Improvements 2023</u>	
Contract: <u>Jordan Well No. 10</u>	
Application No.: <u>11</u>	Application Date: <u>7/17/2025</u>
Application Period: <u>From</u> <u>6/26/2025</u> to <u>7/17/2025</u>	

1. Original Contract Price	\$ 3,315,767.00
2. Net change by Change Orders	\$ 37,547.00
3. Current Contract Price (Line 1 + Line 2)	\$ 3,353,314.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 3,021,413.00
5. Retainage	
a. <u>5%</u> X <u>\$ 3,002,256.00</u> Work Completed	\$ 150,112.80
b. <u>5%</u> X <u>\$ 19,157.00</u> Stored Materials	\$ 957.85
c. Total Retainage (Line 5.a + Line 5.b)	\$ 151,070.65
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 2,870,342.35
7. Less previous payments (Line 6 from prior application)	\$ 2,838,363.83
8. Amount due this application	\$ 31,978.52
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5c)	\$ 482,971.65

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: <u>Cahoy Pump Service, Inc.</u>	
Signature: <u>Ashlee Marlette</u>	Date: <u>7/17/2025</u>

Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: <u>Team Leader</u>	Title: _____
Date: <u>7/28/2025</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Grinnell, Iowa							Owner's Project No.:		N/A		
Engineer:	McClure Engineering Company							Engineer's Project No.:		2022000116-002		
Contractor:	Cahoy Pump Service, Inc.							Contractor's Project No.:		N/A		
Project:	Water System Improvements 2023											
Contract:	Jordan Well No. 10											
Application No.:	11		Application Period:	From	06/26/25		to	07/17/25		Application Date:	07/17/25	
A	B		C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)	
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					
Original Contract												
1	MOBILIZATION/DEMOBILIZATION	1.00	LS	\$ 459,998.00	\$ 459,998.00	1.00	\$ 459,998.00	\$ -	\$ 459,998.00	100%	\$ -	
2	SWPPP MANAGEMENT	1.00	LS	\$ 99,551.00	\$ 99,551.00	1.00	\$ 99,551.00	\$ -	\$ 99,551.00	100%	\$ -	
3	PREPARE AND IMPLEMENT WWPPP	1.00	LS	\$ 19,300.00	\$ 19,300.00	1.00	\$ 19,300.00	\$ -	\$ 19,300.00	100%	\$ -	
4	EROSION SOCK INSTALLATION AND REMOVAL	400.00	LF	\$ 14.00	\$ 5,600.00	180.00	\$ 2,520.00	\$ -	\$ 2,520.00	45%	\$ 3,080.00	
5	CLEARING, GRUBBING, AND TREE REMOVAL	1.00	LS	\$ 4,984.00	\$ 4,984.00	1.00	\$ 4,984.00	\$ -	\$ 4,984.00	100%	\$ -	
6	SIDEWALK REMOVAL	250.00	SY	\$ 20.00	\$ 5,000.00	250.00	\$ 5,000.00	\$ -	\$ 5,000.00	100%	\$ -	
7	SITE GRADING	1.00	LS	\$ 20,064.00	\$ 20,064.00	0.75	\$ 15,048.00	\$ -	\$ 15,048.00	75%	\$ 5,016.00	
8	TRAFFIC CONTROL	1.00	LS	\$ 29,750.00	\$ 29,750.00	0.85	\$ 25,287.50	\$ -	\$ 25,287.50	85%	\$ 4,462.50	
9	36-INCH NOMINAL DIAMETER DRILL HOLE	225.00	LF	\$ 576.00	\$ 129,600.00	210.00	\$ 120,960.00	\$ -	\$ 120,960.00	93%	\$ 8,640.00	
10	30.5-INCH NOMINAL DIAMETER DRILL HOLE	880.00	LF	\$ 676.00	\$ 594,880.00	787.00	\$ 532,012.00	\$ -	\$ 532,012.00	89%	\$ 62,868.00	
11	24-INCH NOMINAL DIAMETER DRILL HOLE	930.00	LF	\$ 441.00	\$ 410,130.00	898.00	\$ 396,018.00	\$ -	\$ 396,018.00	97%	\$ 14,112.00	
12	14-INCH NOMINAL DIAMETER DRILL HOLE	500.00	LF	\$ 210.00	\$ 105,000.00	515.00	\$ 108,150.00	\$ -	\$ 108,150.00	103%	\$ (3,150.00)	
13	32-INCH NOMINAL DIAMETER CASING	225.00	LF	\$ 851.00	\$ 191,475.00	211.00	\$ 179,561.00	\$ 3,196.00	\$ 182,757.00	95%	\$ 8,718.00	
14	24-INCH NOMINAL DIAMETER CASING	880.00	LF	\$ 388.00	\$ 341,440.00	850.00	\$ 329,800.00	\$ 5,961.00	\$ 335,761.00	98%	\$ 5,679.00	
15	18-INCH NOMINAL DIAMETER CASING	900.00	LF	\$ 221.00	\$ 198,900.00	932.00	\$ 205,972.00	\$ 10,000.00	\$ 215,972.00	109%	\$ (17,072.00)	
16	GROUTING	2,500.00	SACK	\$ 49.00	\$ 122,500.00	2,564.00	\$ 125,636.00	\$ -	\$ 125,636.00	103%	\$ (3,136.00)	
17	GROUT SETUP	2.00	EA	\$ 65,500.00	\$ 131,000.00	2.00	\$ 131,000.00	\$ -	\$ 131,000.00	100%	\$ -	
18	TEST PUMP INSTALLATION AND REMOVAL (PRARIE	1.00	EA	\$ 78,865.00	\$ 78,865.00	1.00	\$ 78,865.00	\$ -	\$ 78,865.00	100%	\$ -	
19	WELL TESTING (PRAIRIE DU CHIEN)	24.00	HR	\$ 400.00	\$ 9,600.00	24.00	\$ 9,600.00	\$ -	\$ 9,600.00	100%	\$ -	
20	WATER SAMPLES (PRAIRIE DU CHIEN)	1.00	LS	\$ 6,555.00	\$ 6,555.00	-	\$ -	\$ -	\$ -	0%	\$ 6,555.00	
21	TEST PUMP INSTALLATION AND REMOVAL (JORDAN)	1.00	EA	\$ 78,865.00	\$ 78,865.00	-	\$ -	\$ -	\$ -	0%	\$ 78,865.00	
22	WELL TESTING (JORDAN)	24.00	HR	\$ 400.00	\$ 9,600.00	-	\$ -	\$ -	\$ -	0%	\$ 9,600.00	
23	WATER SAMPLES (JORDAN)	1.00	LS	\$ 6,555.00	\$ 6,555.00	-	\$ -	\$ -	\$ -	0%	\$ 6,555.00	
24	DISINFECT WELL	1.00	LS	\$ 450.00	\$ 450.00	-	\$ -	\$ -	\$ -	0%	\$ 450.00	
25	CHLORINE SHOCK TREATMENT	1.00	LS	\$ 10,760.00	\$ 10,760.00	-	\$ -	\$ -	\$ -	0%	\$ 10,760.00	
26	DEVELOPMENT - REMOVAL OF DRILLING MATERIALS	80.00	HR	\$ 740.00	\$ 59,200.00	14.50	\$ 10,730.00	\$ -	\$ 10,730.00	18%	\$ 48,470.00	
27	DEVELOPMENT - SURGING AND BAILING	80.00	HR	\$ 220.00	\$ 17,600.00	-	\$ -	\$ -	\$ -	0%	\$ 17,600.00	
28	DISPOSAL OF WELL DEVELOPMENT WATER	1.00	LS	\$ 4,391.00	\$ 4,391.00	1.00	\$ 4,391.00	\$ -	\$ 4,391.00	100%	\$ -	
29	ACID TREATMENT	1.00	LS	\$ 40,760.00	\$ 40,760.00	-	\$ -	\$ -	\$ -	0%	\$ 40,760.00	
30	LOSS CIRCULATION - LABOR & EQUIPMENT	40.00	HR	\$ 460.00	\$ 18,400.00	-	\$ -	\$ -	\$ -	0%	\$ 18,400.00	
31	LOSS CIRCULATION - BENTONITE	200.00	SACK	\$ 76.00	\$ 15,200.00	-	\$ -	\$ -	\$ -	0%	\$ 15,200.00	
32	CCTV	1.00	LS	\$ 8,625.00	\$ 8,625.00	0.50	\$ 4,312.50	\$ -	\$ 4,312.50	50%	\$ 4,312.50	
33	CHAIN LINK FENCING	40.00	LF	\$ 100.00	\$ 4,000.00	-	\$ -	\$ -	\$ -	0%	\$ 4,000.00	
34	STANDARD INDUSTRIAL PITLESS UNIT (24-INCH	1.00	LS	\$ 61,769.00	\$ 61,769.00	1.00	\$ 61,769.00	\$ -	\$ 61,769.00	100%	\$ -	
35	TEMPORARY SAFETY FENCING	550.00	LF	\$ 28.00	\$ 15,400.00	1,223.00	\$ 34,244.00	\$ -	\$ 34,244.00	222%	\$ (18,844.00)	
Original Contract Totals					\$ 3,315,767.00		\$ 2,964,709.00	\$ 19,157.00	\$ 2,983,866.00	90%	\$ 331,901.00	

Progress Estimate - Unit Price Work
Contractor's Application for Payment

Owner:	City of Grinnell, Iowa						Owner's Project No.:	N/A			
Engineer:	McClure Engineering Company						Engineer's Project No.:	2022000116-002			
Contractor:	Cahoy Pump Service, Inc.						Contractor's Project No.:	N/A			
Project:	Water System Improvements 2023										
Contract:	Jordan Well No. 10										

Application No.:	11	Application Period:	From	06/26/25	to	07/17/25	Application Date:	07/17/25			
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A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Orders											
CO-001.1	Add 12" of upper casing and pull pipe assembly to	1.00	LS	\$ 1,826.00	\$ 1,826.00	1.00	\$ 1,826.00	\$ -	\$ 1,826.00	100%	\$ -
CO-001.2	Furnish 12" x24", 204SS, TOE, AIS compliant discharge	1.00	LS	\$ 3,121.00	\$ 3,121.00	1.00	\$ 3,121.00	\$ -	\$ 3,121.00	100%	\$ -
CO-002.1	18-INCH NOMINAL DIAMETER DRILL HOLE	100.00	LF	\$ 326.00	\$ 32,600.00	100.00	\$ 32,600.00	\$ -	\$ 32,600.00	100%	\$ -
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
Change Order Totals					\$ 37,547.00		\$ 37,547.00	\$ -	\$ 37,547.00	100%	\$ -
Original Contract and Change Orders											
Project Totals					\$ 3,353,314.00		\$ 3,002,256.00	\$ 19,157.00	\$ 3,021,413.00	90%	\$ 331,901.00

Stored Materials Summary

Contractor's Application for Payment

Owner: City of Grinnell, Iowa Engineer: McClure Engineering Company Contractor: Cahoy Pump Service, Inc. Project: Water System Improvements 2023 Contract: Jordan Well No. 10						Owner's Project No.: N/A Engineer's Project No.: 2022000116-002 Contractor's Project No.: N/A						
Application No.: 11		Application Period:		From 06/26/25	to 07/17/25	Application Date: 07/17/25						
A	B	C	D	E	F	Materials Stored			Incorporated in Work			M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount	Amount Stored	Amount Stored to	Amount Previously	Amount	Total Amount	Materials Remaining in Storage (I-L) (\$)
						Stored (\$)	this Period (\$)	Date (G+H) (\$)	Incorporated in the Work (\$)	Incorporated in the Work this Period (\$)	Incorporated in the Work (J+K) (\$)	
34	031138 04	33 21 16-1.0	Pitless Adapter Unit (24" Diameter)	Sumner Shop	PA-002	\$ 29,500.00	\$ -	\$ 29,500.00	\$ -	\$ 29,500.00	\$ 29,500.00	\$ -
13	23529	33 21 13-2.1	32-Inch Nominal Diameter Casing	On-Site	PA-002	\$ 41,915.00	\$ -	\$ 41,915.00	\$ 38,719.00	\$ -	\$ 38,719.00	\$ 3,196.00
14	23712	33 21 13-2.1	24-Inch Nominal Diameter Casing	On-Site	PA-004	\$ 111,120.00	\$ -	\$ 111,120.00	\$ 105,159.00	\$ -	\$ 105,159.00	\$ 5,961.00
15	23712	33 21 13-2.1	18-Inch Nominal Diameter Casing	On-Site	PA-004	\$ 70,354.00	\$ -	\$ 70,354.00	\$ 60,354.00	\$ -	\$ 60,354.00	\$ 10,000.00
Totals						\$ 252,889.00	\$ -	\$ 252,889.00	\$ 204,232.00	\$ 29,500.00	\$ 233,732.00	\$ 19,157.00

Partial Pay Estimates Paid-to-Date

Contractor's Application for Payment

Owner:	City of Grinnell, Iowa	Owner's Project No.:	N/A
Engineer:	McClure Engineering Company	Engineer's Project No.:	2022000116-002
Contractor:	Cahoy Pump Service, Inc.	Contractor's Project No.:	N/A
Project:	Water System Improvements 2023		
Contract:	Jordan Well No. 10		

Application Period:	From:	6/26/2025	To:	7/17/2025
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Original Contract Amount	\$ 3,315,767.00	Approved Change Orders		
	Change Order Number	Date	Amount	
	CO-001	7/11/2024	\$ 4,947.00	
	CO-002	7/7/2025	\$ 32,600.00	
Revised Contract Amount		\$	3,353,314.00	

Pay Estimates Paid-to-Date		
Pay Estimate Number	Date	Amount
001	8/5/2024	\$ 200,438.60
002	10/7/2024	\$ 159,785.25
003	10/7/2024	\$ 35,722.94
004	12/6/2024	\$ 475,588.62
005	1/10/2025	\$ 202,117.35
006	2/3/2025	\$ 241,933.74
007	3/3/2025	\$ 226,302.45
008	4/8/2025	\$ 910,329.99
009	5/5/2025	\$ 161,190.30
010	7/7/2025	\$ 224,954.59
Total Estimates Paid-to-Date:	\$	2,838,363.83

RESOLUTION NO. 2025-140

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 5 IN THE AMOUNT OF \$358,677.42 TO WRH, INC. FOR THE WATER PLANT PROJECT.

WHEREAS, the City of Grinnell did enter into a contract with Caldwell Tanks, Inc. on December 2, 2024, for the Water Plant Project; and

WHEREAS, Pay Estimate No. 5 has been initiated by the City of Grinnell and WRH, Inc.; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Estimate No. 5; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA,

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications, and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$358,677.42 to WRH, Inc. for the Water Plant Project.

Passed and adopted this 4th day of August 2025.

Dan F. Agnew, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director

Contractor's Application for Payment

Owner: <u>City of Grinnell, IA</u> Engineer: <u>McClure Engineering Company - Coralville, IA</u> Contractor: <u>WRH, Inc. - South Amana, IA</u> Project: <u>Water System Improvements 2023</u> Contract: <u>Water Treatment Plant</u>	Owner's Project No.: <u>FS-79-24-DWSRF-006</u> Engineer's Project No.: <u>2022000116-003</u> Contractor's Project No.: <u>2402-00-1445</u>
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Application No.: <u>05 (Five)</u>	Application Period: From <u>7/1/2025</u> to <u>7/31/2025</u>	Application Date: <u>7/18/2025</u>
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Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">1. Original Contract Price</td> <td style="width: 30%; text-align: right; border: 1px solid black;">\$ 18,990,000.00</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right; border: 1px solid black;">\$ -</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right; border: 1px solid black;">\$ 18,990,000.00</td> </tr> <tr> <td>4. Total Work Completed and Materials Stored to Date (Column G Lump Sum Total)</td> <td style="text-align: right; border: 1px solid black;">\$ 2,180,449.13</td> </tr> <tr> <td>5. Retainage</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a. <u>5%</u> X <u>\$ 1,953,900.00</u> Work Completed</td> <td style="text-align: right; border: 1px solid black;">\$ 97,695.00</td> </tr> <tr> <td style="padding-left: 20px;">b. <u>5%</u> X <u>\$ 226,549.13</u> Stored Materials</td> <td style="text-align: right; border: 1px solid black;">\$ 11,327.45</td> </tr> <tr> <td style="padding-left: 20px;">c. Less Early Release of Retainage</td> <td style="text-align: right; border: 1px solid black;">\$ -</td> </tr> <tr> <td style="padding-left: 20px;">d. Total Retainage (Line 5.a + Line 5.b - Line 5.c)</td> <td style="text-align: right; border: 1px solid black;">\$ 109,022.45</td> </tr> <tr> <td>6. Amount Eligible to Date (Line 4 - Line 5.d)</td> <td style="text-align: right; border: 1px solid black;">\$ 2,071,426.68</td> </tr> <tr> <td>7. Less Previous Payments (Line 6 from Prior Application)</td> <td style="text-align: right; border: 1px solid black;">\$ 1,712,749.26</td> </tr> <tr> <td>8. Amount Due This Application</td> <td style="text-align: right; border: 1px solid black; background-color: yellow;">\$ 358,677.42</td> </tr> <tr> <td>9. Balance to Finish, Including Retainage (Line 3 - Line 4)</td> <td style="text-align: right; border: 1px solid black;">\$ 16,918,573.32</td> </tr> </table>	1. Original Contract Price	\$ 18,990,000.00	2. Net change by Change Orders	\$ -	3. Current Contract Price (Line 1 + Line 2)	\$ 18,990,000.00	4. Total Work Completed and Materials Stored to Date (Column G Lump Sum Total)	\$ 2,180,449.13	5. Retainage		a. <u>5%</u> X <u>\$ 1,953,900.00</u> Work Completed	\$ 97,695.00	b. <u>5%</u> X <u>\$ 226,549.13</u> Stored Materials	\$ 11,327.45	c. Less Early Release of Retainage	\$ -	d. Total Retainage (Line 5.a + Line 5.b - Line 5.c)	\$ 109,022.45	6. Amount Eligible to Date (Line 4 - Line 5.d)	\$ 2,071,426.68	7. Less Previous Payments (Line 6 from Prior Application)	\$ 1,712,749.26	8. Amount Due This Application	\$ 358,677.42	9. Balance to Finish, Including Retainage (Line 3 - Line 4)	\$ 16,918,573.32
1. Original Contract Price	\$ 18,990,000.00																										
2. Net change by Change Orders	\$ -																										
3. Current Contract Price (Line 1 + Line 2)	\$ 18,990,000.00																										
4. Total Work Completed and Materials Stored to Date (Column G Lump Sum Total)	\$ 2,180,449.13																										
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9. Balance to Finish, Including Retainage (Line 3 - Line 4)	\$ 16,918,573.32																										

Contractor: <u>WRH, Inc.</u> Signature: _____ Date: <u>7-23-2025</u>	Recommended by Engineer - McClure Engineering Company By: _____ Title: <u>Project Manager</u> Date: <u>07/25/2025</u> Approved by Owner - City of Grinnell, IA By: _____ Title: <u>Mayor</u> Date: <u>08/04/2025</u> Approved by Funding Agency By: _____ Title: _____ Date: _____
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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Grinnell, IA	Owner's Project No.:	FS-79-24-DWSRF-006
Engineer:	McClure Engineering Company - Coralville, IA	Engineer's Project No.:	2022000116-003
Contractor:	WRH, Inc. - South Amana, IA	Contractor's Project No.:	2402-00-1445
Project:	Water System Improvements 2023		
Contract:	Water Treatment Plant		

Application No.:	05 (Five)	Application Period:	From	07/01/25	to	07/31/25	Application Date:	07/18/25
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
DIVISION 1 - GENERAL REQUIREMENTS								
1.1	Bonds / Permits / Insurance / Builders Risk Ins.	631,650.00	631,650.00	-		631,650.00	100%	-
1.2	Administration / Project Management	420,000.00	60,000.00	15,000.00		75,000.00	18%	345,000.00
1.3	Mobilization	350,000.00	350,000.00	-		350,000.00	100%	-
1.4	Demobilization	50,000.00	-	-		-	0%	50,000.00
1.5	SWPPP	60,000.00	10,625.00	2,125.00		12,750.00	21%	47,250.00
DIVISION 2 - EXISTING CONDITIONS								
2.1	Concrete Demolition	320,000.00	-	-		-	0%	320,000.00
2.2	Process Equipment and Pipe Demolition	75,000.00	-	-		-	0%	75,000.00
DIVISION 3 - CONCRETE								
3.1	Concrete Submittals	5,000.00	5,000.00	-		5,000.00	100%	-
3.2	Concrete Reinforcing	62,000.00	7,000.00	32,500.00	20,000.00	59,500.00	96%	2,500.00
3.3	Cast-in-place Concrete	248,000.00	69,600.00	116,400.00		186,000.00	75%	62,000.00
3.4	Transformer / Generator / Surge Relief Vessel Pads	25,000.00	-	-		-	0%	25,000.00
3.5	Concrete Finishing	75,000.00	-	-		-	0%	75,000.00
3.6	Diamond Polishing Concrete Floors	14,000.00	-	-		-	0%	14,000.00
3.7	Precast Concrete Hollow Core Planks	30,000.00	-	-		-	0%	30,000.00
3.8	Grouting	20,000.00	-	-		-	0%	20,000.00
DIVISION 4 - UNIT MASONRY								
4.1	Masonry Submittals	10,000.00	10,000.00	-		10,000.00	100%	-
4.2	Unit Masonry (CMU)	540,000.00	-	-		-	0%	540,000.00
4.3	Unit Masonry (Brick)	360,000.00	-	-		-	0%	360,000.00
DIVISION 5 - METALS								
5.1	Metals Submittals	10,000.00	6,500.00	-		6,500.00	65%	3,500.00
5.2	Structural Steel	46,000.00	-	-		-	0%	46,000.00
5.3	Joist/ Decking	150,100.00	-	-		-	0%	150,100.00
5.4	Miscellaneous	91,650.00	-	-		-	0%	91,650.00
DIVISION 6 - WOOD, PLASTICS, COMPOSITES								
6.1	Wood, Plastics, Composites submittals	5,000.00	3,500.00	-		3,500.00	70%	1,500.00
6.2	Rough Carpentry	50,000.00	-	-		-	0%	50,000.00
6.3	Plastic Laminate Faced Architectural Cabinets	35,000.00	-	-		-	0%	35,000.00
6.4	Fiberglass Structural Assemblies	150,000.00	-	-		-	0%	150,000.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Grinnell, IA	Owner's Project No.:	FS-79-24-DWSRF-006
Engineer:	McClure Engineering Company - Coralville, IA	Engineer's Project No.:	2022000116-003
Contractor:	WRH, Inc. - South Amana, IA	Contractor's Project No.:	2402-00-1445
Project:	Water System Improvements 2023		
Contract:	Water Treatment Plant		

Application No.:	05 (Five)	Application Period:	From	07/01/25	to	07/31/25	Application Date:	07/18/25
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				

DIVISION 7 - THERMAL and MOISTURE PROTECTION

7.1	Thermal and Moisture Protection submittals	5,000.00	-	-	-	-	0%	5,000.00
7.2	Thermal Insulation	15,000.00	-	2,500.00	-	2,500.00	17%	12,500.00
7.3	Weather barriers	30,000.00	-	-	-	-	0%	30,000.00
7.4	Underslab Vapor Barriers	8,000.00	-	-	-	-	0%	8,000.00
7.5	Firestopping	10,000.00	-	-	-	-	0%	10,000.00
7.6	Aluminum Honeycomb Panel System	55,000.00	-	-	-	-	0%	55,000.00
7.7	Thermoplastic Polyolefin Roofing	150,000.00	-	-	-	-	0%	150,000.00
7.8	Sheet Metal Work	45,700.00	-	-	-	-	0%	45,700.00
7.9	Access Hatches	5,000.00	-	-	-	-	0%	5,000.00
7.10	Joint Sealants	20,000.00	-	-	-	-	0%	20,000.00

DIVISION 8 - OPENINGS

8.1	Openings Submittals	10,000.00	9,000.00	-	-	9,000.00	90%	1,000.00
8.2	Hollow Metal Frames and Doors	30,000.00	-	-	-	-	0%	30,000.00
8.3	Flush Wood Doors	15,777.00	-	-	-	-	0%	15,777.00
8.4	Insulated Rolling service Doors	150,000.00	-	-	-	-	0%	150,000.00
8.5	Aluminum-Framed Entrances and Storefronts	65,388.00	-	-	-	-	0%	65,388.00
8.6	Finish Hardware	5,000.00	-	-	-	-	0%	5,000.00
8.7	Glazing	108,800.00	-	-	-	-	0%	108,800.00

DIVISION 9 - FINISHES

9.1	Finishes Submittals	5,000.00	3,000.00	-	-	3,000.00	60%	2,000.00
9.2	Gypsum Board	15,000.00	-	-	-	-	0%	15,000.00
9.3	Acoustical and Kitchen Ceiling Tile	12,000.00	-	-	-	-	0%	12,000.00
9.4	Resilient Base	8,000.00	-	-	-	-	0%	8,000.00
9.5	Resinous Flooring	18,000.00	-	-	-	-	0%	18,000.00
9.6	Tile Carpeting	5,000.00	-	-	-	-	0%	5,000.00
9.7	Decorative Fiberglass Reinforced Wall Panels	10,000.00	-	-	-	-	0%	10,000.00
9.8	Painting and Coating	250,000.00	-	-	-	-	0%	250,000.00
9.9	High-Performance Coatings	120,000.00	-	-	-	-	0%	120,000.00

DIVISION 10 - SPECIALTIES

10.1	Signage	12,000.00	-	-	-	-	0%	12,000.00
10.2	Toilet Accessories	5,000.00	-	-	-	-	0%	5,000.00
10.3	Fire Extinguishers	3,000.00	-	-	-	-	0%	3,000.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Grinnell, IA	Owner's Project No.:	FS-79-24-DWSRF-006
Engineer:	McClure Engineering Company - Coralville, IA	Engineer's Project No.:	2022000116-003
Contractor:	WRH, Inc. - South Amana, IA	Contractor's Project No.:	2402-00-1445
Project:	Water System Improvements 2023		
Contract:	Water Treatment Plant		

Application No.:	05 (Five)	Application Period:	From	07/01/25	to	07/31/25	Application Date:	07/18/25
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
DIVISION 12 - FURNISHINGS								
12.1	Furnishings submittals	5,000.00	2,500.00	2,500.00		5,000.00	100%	-
12.2	Lab Equipment and Furnishings Allowance	150,000.00	-	-		-	0%	150,000.00
12.3	Motorized Roller Shades	7,000.00	-	-		-	0%	7,000.00
DIVISION 21 - FIRE SUPPRESSION								
21.1	Fire Suppression Submittal	5,000.00	2,500.00	2,500.00		5,000.00	100%	-
21.2	Wet-Pipe Sprinkler Systems	44,620.00	-	-		-	0%	44,620.00
DIVISION 22 - PLUMBING								
22.1	Plumbing Submittals	5,000.00	5,000.00	-		5,000.00	100%	-
22.2	Facility Water Distribution (Labor)	130,000.00	-	-		-	0%	130,000.00
22.3	Facility Water Distribution (Materials)	85,000.00	-	-		-	0%	85,000.00
22.4	Facility Sanitary Sewage (Labor)	19,854.00	-	-		-	0%	19,854.00
22.5	Facility Sanitary Sewage (Materials)	65,000.00	-	-		-	0%	65,000.00
22.6	Facility Storm Sewage (Labor)	32,000.00	-	-		-	0%	32,000.00
22.7	Facility Storm Sewage (Materials)	50,000.00	-	-		-	0%	50,000.00
DIVISION 23 - HVAC								
23.1	HVAC Submittals	15,000.00	15,000.00	-		15,000.00	100%	-
23.2	HVAC Equipment	370,000.00	-	-	41,200.00	41,200.00	11%	328,800.00
23.3	HVAC Labor	257,100.00	-	-		-	0%	257,100.00
23.4	Testing and balancing	25,000.00	-	-		-	0%	25,000.00
DIVISION 26 - ELECTRICAL								
26.1	Electrical Submittals	10,000.00	5,000.00	-		5,000.00	50%	5,000.00
26.2	Electrical Requirements (Materials)	37,500.00	-	-		-	0%	37,500.00
26.3	Electrical Requirements (Labor)	18,000.00	-	-		-	0%	18,000.00
26.4	Wiring Material (conduit and wiring) (Materials)	535,000.00	-	-		-	0%	535,000.00
26.5	Wiring Material (conduit and wiring) (Labor)	400,000.00	-	-		-	0%	400,000.00
26.6	Electrical Equipment (Materials)	515,000.00	-	-		-	0%	515,000.00
26.7	Electrical Equipment (Labor)	215,000.00	-	-		-	0%	215,000.00
26.8	Lighting and Wiring Devices (Materials)	100,000.00	-	-		-	0%	100,000.00
26.9	Lighting and Wiring Devices (Labor)	60,000.00	-	-		-	0%	60,000.00
26.10	Well 8 Standby Power Systems (Materials)	165,000.00	-	-		-	0%	165,000.00
26.11	Well 8 Standby Power Systems (Labor)	85,000.00	-	-		-	0%	85,000.00
26.12	Well 9 Standby Power System (Materials)	175,000.00	-	-		-	0%	175,000.00
26.13	Well 9 Standby Power System (Labor)	75,000.00	-	-		-	0%	75,000.00
26.14	WTP Standby Power System (Materials)	420,000.00	-	-		-	0%	420,000.00
26.15	WTP Standby Power System (Labor)	100,000.00	-	-		-	0%	100,000.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Grinnell, IA				Owner's Project No.: FS-79-24-DWSRF-006			
Engineer:	McClure Engineering Company - Coralville, IA				Engineer's Project No.: 2022000116-003			
Contractor:	WRH, Inc. - South Amana, IA				Contractor's Project No.: 2402-00-1445			
Project:	Water System Improvements 2023							
Contract:	Water Treatment Plant							
Application No.: 05 (Five)		Application Period:		From	07/01/25	to	07/31/25	Application Date: 07/18/25
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
DIVISION 28 - ELECTRIC SAFETY AND SECURITY								
28.1	Electric Safety and Security Submittals	10,000.00	-	5,000.00		5,000.00	50%	5,000.00
28.2	Access Control and Surveillance (Materials)	13,598.00	-	-		-	0%	13,598.00
28.3	Access Control and Surveillance (Labor)	11,523.00	-	-		-	0%	11,523.00
28.4	Intruder Detection and Alarm Allowance	25,000.00	-	-		-	0%	25,000.00
DIVISION 31 - EARTHWORK								
31.1	Over-Excavation	100,000.00	100,000.00	-		100,000.00	100%	-
31.2	Engineered / Aggregate fill	120,000.00	120,000.00	-		120,000.00	100%	-
31.3	Excavate and Backfill Footings	120,000.00	45,000.00	40,000.00		85,000.00	71%	35,000.00
31.4	Site Grading	80,000.00	-	-		-	0%	80,000.00
DIVISION 32 - EXTERIOR IMPROVEMENTS								
32.1	Concrete Pavement	150,000.00	-	-		-	0%	150,000.00
32.2	Asphalt Pavement	100,000.00	-	-		-	0%	100,000.00
32.3	Sidewalks, Shared Use Paths and Driveways	50,000.00	-	-		-	0%	50,000.00
32.4	Seeding	20,000.00	-	-		-	0%	20,000.00
DIVISION 33 - UTILITIES								
33.1	Utilities Submittals	15,000.00	15,000.00	-		15,000.00	100%	-
33.2	Submersible Turbine Well Pump and Motor	656,384.00	-	-		-	0%	656,384.00
33.3	Well Development and Testing - Chlorine Shock (Unit Price 1: 1 LS @ \$19,793.00 / LS)	19,793.00	-	-		-	0%	19,793.00
33.4	Well Development and Testing - Acid Treatment (Unit Price 2: 1 LS @ \$47,093.00 / LS)	47,093.00	-	-		-	0%	47,093.00
33.5	Well Development and Testing - Surging/Balling (Unit Price 3: 80 HR @ \$745.00 / HR)	59,600.00	-	-		-	0%	59,600.00
33.6	Well Abandonment	174,000.00	-	-		-	0%	174,000.00
33.7	Water Utility System	275,000.00	-	60,000.00	165,349.13	225,349.13	82%	49,650.87
33.8	Sanitary Utility System	150,000.00	-	-		-	0%	150,000.00
33.9	Storm Water Utility System	150,000.00	-	-		-	0%	150,000.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Grinnell, IA	Owner's Project No.:	FS-79-24-DWSRF-006
Engineer:	McClure Engineering Company - Coralville, IA	Engineer's Project No.:	2022000116-003
Contractor:	WRH, Inc. - South Amana, IA	Contractor's Project No.:	2402-00-1445
Project:	Water System Improvements 2023		
Contract:	Water Treatment Plant		

Application No.:	05 (Five)	Application Period:	From	07/01/25	to	07/31/25	Application Date:	07/18/25
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				

DIVISION 40 - PROCESS INTERCONNECTIONS

40.1	Process Interconnections Submittals	20,000.00	10,000.00	5,000.00		15,000.00	75%	5,000.00
40.2	Process Piping - Ductile Iron	195,000.00	-	-		-	0%	195,000.00
40.3	Process Piping - PVC	100,700.00	-	-		-	0%	100,700.00
40.4	Process Piping - Stainless Steel	305,000.00	-	-		-	0%	305,000.00
40.5	Pipe Hangers and Supports Materials	80,000.00	-	-		-	0%	80,000.00
40.6	Process valves	230,000.00	-	-		-	0%	230,000.00
40.7	Liquid Chemical Piping and Valves	40,000.00	-	-		-	0%	40,000.00
40.8	Process Instrumentation (Materials)	535,000.00	-	-		-	0%	535,000.00
40.9	Process Instrumentation (Labor)	70,000.00	-	-		-	0%	70,000.00
40.10	Control Descriptions (Materials)	355,000.00	-	-		-	0%	355,000.00
40.11	Control Descriptions (Labor)	30,000.00	-	-		-	0%	30,000.00
40.12	Scada System Equipment (Materials)	525,000.00	-	-		-	0%	525,000.00
40.13	Scada System Equipment (Labor)	85,000.00	-	-		-	0%	85,000.00
40.14	Controls Startup and Training	15,000.00	-	-		-	0%	15,000.00

DIVISION 41 - MATERIAL PROCESSING AND HANDLING EQUIPMENT

41.1	Monorail Hoist and Trolley Submittals	1,500.00	1,500.00	-		1,500.00	100%	-
41.2	Monorail Hoist and Trolley	10,000.00	-	-		-	0%	10,000.00

DIVISION 43 - PROCESS GAS AND LIQUID HANDLING, PURIFICATION AND STORAGE EQUIPMENT

43.1	Process Gas / Liquid Handling Submittals	15,000.00	10,000.00	-		10,000.00	67%	5,000.00
43.2	Vertical Turbine Pumps Open Lineshaft Type in Can	230,000.00	-	-		-	0%	230,000.00
43.3	High Density Cross-Linked Poly Storage Tanks	40,000.00	-	-		-	0%	40,000.00
43.4	Testing Tanks and Reservoirs	5,000.00	-	-		-	0%	5,000.00
43.5	Wire-wound Prestressed Concrete Tank (WWPCT) Submittal	60,000.00	-	45,000.00		45,000.00	75%	15,000.00
43.6	WWPCT - Mobilization	118,000.00	-	118,000.00		118,000.00	100%	-
43.7	WWPCT- Interior Tank Piping / Floor / Wall Footings	183,000.00	-	-		-	0%	183,000.00
43.8	WWPCT - Casting Wall Panels / Dome Panels	408,000.00	-	-		-	0%	408,000.00
43.9	WWPCT - Erect Wall Panels	113,000.00	-	-		-	0%	113,000.00
43.10	WWPCT - Shotcrete / Wire Prestressing / Wire Cover	143,000.00	-	-		-	0%	143,000.00
43.11	WWPCT - Shoring & Form / Erect Dome Panels	113,000.00	-	-		-	0%	113,000.00
43.12	WWPCT - Tank Appurtenances	33,000.00	-	-		-	0%	33,000.00
43.13	WWPCT - Exterior Tank Coating	95,000.00	-	-		-	0%	95,000.00
43.14	WWPCT - Testing / Disinfection Tanks and Reservoirs	34,000.00	-	-		-	0%	34,000.00
43.15	Surge Relief Vessels	228,000.00	-	-		-	0%	228,000.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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Engineer:	McClure Engineering Company - Coralville, IA	Engineer's Project No.:	2022000116-003
Contractor:	WRH, Inc. - South Amana, IA	Contractor's Project No.:	2402-00-1445
Project:	Water System Improvements 2023		
Contract:	Water Treatment Plant		

Application No.: 05 (Five) Application Period: From 07/01/25 to 07/31/25 Application Date: 07/18/25

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
DIVISION 46 - WATER AND WASTEWATER EQUIPMENT								
46.1	Water and Wastewater Equipment Submittals	15,000.00	10,000.00	-		10,000.00	67%	5,000.00
46.3	Forced Draft Aerator	280,000.00	-	-		-	0%	280,000.00
46.4	Submersible Mixer	40,000.00	-	-		-	0%	40,000.00
46.5	Membrane Treatment Equipment	2,251,670.00	-	-		-	0%	2,251,670.00
46.6	Membrane Treatment Equipment (Release To FAB)	230,000.00	-	-		-	0%	230,000.00
						-		-
		\$ 18,990,000.00	\$ 1,507,375.00	\$ 446,525.00	\$ 226,549.13	\$ 2,180,449.13	11%	\$ 16,809,550.87

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Grinnell, IA	Owner's Project No.:	FS-79-24-DWSRF-006
Engineer:	McClure Engineering Company - Coralville, IA	Engineer's Project No.:	2022000116-003
Contractor:	WRH, Inc. - South Amana, IA	Contractor's Project No.:	2402-00-1445
Project:	Water System Improvements 2023		
Contract:	Water Treatment Plant		

Application No.:	05 (Five)	Application Period:	From	07/01/25	to	07/31/25	Application Date:	07/18/25
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Change Orders								
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Stored Materials Summary

Contractor's Application for Payment

Owner:	City of Grinnell, IA	Owner's Project No.:	FS-79-24-DWSRF-006
Engineer:	McClure Engineering Company - Coralville, IA	Engineer's Project No.:	2022000116-003
Contractor:	WRH, Inc. - South Amana, IA	Contractor's Project No.:	2402-00-1445
Project:	Water System Improvements 2023		
Contract:	Water Treatment Plant		

Application No.:	05 (Five)	Application Period: From				07/01/25	to	07/31/25	Application Date:			07/18/25
A	B	C	D	E	F	G	H	I	J	K	L	M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work			Materials Remaining in Storage (I-L) (\$)
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)	
3.2	50031555989 50031473433 50031473446 50031248484	03 20 00	White Cap - Masonry Rebar, Waterstop, Wall Ties, Insulation Board	On-site	PA-3, -4	48,269.82	-	48,269.82	4,300.00	23,969.82	28,269.82	20,000.00
23.2	2025-123	23 05 20	HVAC Equipment	West Des Moines, IA	PA-4	41,200.00	-	41,200.00	-	-	-	41,200.00
33.7	X015277 X031568 X036354 X038435 X088452 X150522	Div. 33	Site Utility Systems	On-site	PA-4	210,349.13	-	210,349.13	-	45,000.00	45,000.00	165,349.13
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Partial Pay Estimates Paid-to-Date

Contractor's Application for Payment

Owner:	City of Grinnell, IA
Engineer:	McClure Engineering Company - Coralville, IA
Contractor:	WRH, Inc. - South Amana, IA
Project:	Water System Improvements 2023
Contract:	Water Treatment Plant

Owner's Project No.:	FS-79-24-DWSRF-006
Engineer's Project No.:	2022000116-003
Contractor's Project No.:	2402-00-1445

Application No.: 05 (Five) Application Period: From 07/01/25 to 07/31/25 Application Date: 07/18/25

Original Contract Amount: \$ 18,990,000.00

[illegible]

Revised Contract Amount: \$ 18,990,000.00

[illegible]

Total Estimates Paid to Date: \$ 1,712,749.26

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Total Construction Cost: \$ 1,712,749.26

RESOLUTION NO. 2025-141

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 5 IN THE AMOUNT OF \$72,128.75 TO CON-STRUCT, INC. FOR THE SCOUT SUBDIVISION PROJECT.

WHEREAS, the City of Grinnell did enter into a contract with Con-Struct, Inc. on May 6, 2024, for the Scout Subdivision Project; and

WHEREAS, Pay Estimate No. 5 has been initiated by the City of Grinnell and Con-Struct, Inc.; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Estimate No. 5; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA,

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications, and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$72,128.75 to Con-Struct, Inc. for the Scout Subdivision.

Passed and adopted this 4th day of August 2025.

Dan F. Agnew, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director

**1710 E. Main Street
Marshalltown, IA 50158
641-752-1865
Fax-752-5905**

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RESOLUTION NO. 2025-142

RESOLUTION APPROVING A STANDARD ARCHITECT AGREEMENT WITH RDG PLANNING AND DESIGNS, INC. FOR THE DAVIS PARK AND MERRILL PARK REDEVELOPMENT PROJECT.

WHEREAS, the City Council of the city of Grinnell is desiring to redevelop Davis Park and Merrill Park;

WHEREAS, the city desires professional assistance from RDG Planning and Designs, Inc. for the Davis Park and Merrill Park Redevelopment Project;

WHEREAS, the Standard Architect Agreement and Scope of Services outlines the terms and conditions needed for said Davis Park and Merrill Park Redevelopment Project; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to sign the agreement with RDG Planning and Designs, Inc. for the Davis Park and Merrill Park Redevelopment Project.

Passed and approved this 4th day of August 2025.

Dan F. Agnew, Mayor

ATTEST:

Alyssa Devig, City Clerk/Finance Director

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 30th day of July in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Grinnell
1500 Penrose St, Grinnell, IA

Phone Number: 641.236.2620

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

RDG Planning & Design, Inc. (R3006.882.02)
301 Grand Avenue, Des Moines, IA 50309
515.288.3141

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

Davis Park &
Merrill Park
Redevelopment SD-CA

The Owner and Architect agree as follows.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Exhibit A

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

See Exhibit A

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

See Exhibit A

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

See Exhibit A

.2 Construction commencement date:

To be determined at a later date by mutual agreement.

.3 Substantial Completion date or dates:

To be determined at a later date by mutual agreement.

.4 Other milestone dates:

To be determined at a later date by mutual agreement.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

NA

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

NA

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective. Not used.~~

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Jordan Allsup
Parks and Recreation Director

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Russ Behrens
City Administrator

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Not applicable. [OR] Unknown at time of execution.

.2 Civil Engineer:

Not applicable. [OR] Unknown at time of execution.

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Not applicable. [OR] Unknown at time of execution.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Mike Bell
RDG Planning & Design

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Unknown at time of execution.

.2 Mechanical Engineer:

Unknown at time of execution.

.3 Electrical Engineer:

Unknown at time of execution.

§ 1.1.11.2 Consultants retained under Supplemental Services:

Unknown at time of execution.

§ 1.1.12 Other Initial Information on which the Agreement is based:

Unknown at time of execution.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee, and Five Hundred Thousand Dollars (\$500,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million Dollars (\$1,000,000) per claim and one million Dollars (\$1,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants; however, the Architect is not responsible to direct services or work provided by the Owner, the Contractor, or the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Owner acknowledges that the nature of the design process is such that the plans, specifications, and other documentation prepared by the Architect under this Agreement may require changes, corrections, and modifications during the construction process which may affect the Project schedule or increase the Cost of the Work. The Owner acknowledges that production of a complete set of perfect construction documents is neither reasonable nor expected under this Agreement.

§ 3.1.8 The Owner and the Architect agree that the funding for contingencies provided for in Sections 6.1. and 6.3 shall include funds to pay costs which may arise from or out of such changes, corrections, or modifications to the plans, specifications or other documentation prepared by the Architect, including, but not limited to, any costs associated with a change or changes in the Project schedule, which portion of the contingency funding shall be in the amount of five percent (5%) of the Cost of the Work, as defined in Article 6.

§ 3.1.8.1 In the event the aforementioned costs exceed the five percent (5%) contingency funding as defined in this Paragraph 3.1.8, the Architect will be responsible for all costs in excess of the five percent (5%) which are attributable to changes, corrections, and modifications in the plans, specifications, and other documents prepared by the Architect, but only to the extent they are caused by the negligence of the Architect.

§ 3.1.9 If the project involves making changes to existing facilities, the Owner shall furnish documentation and information upon which the Architect is entitled to rely for its accuracy and completeness. The Architect shall verify that the existing building drawings provided by the Owner generally represent the actual existing field conditions. Verification shall be limited to general overall visual observation and confirmation of significant dimensions of reasonably accessible exposed elements. In the event the information or documentation supplied by the Owner its consultants or agents, or employees of any of them, or an assumption made by the Architect based upon the documentation or information supplied by them or any of them, is inaccurate or incomplete, all resulting costs and expenses, including the costs of the Architect's Additional Services, if any, shall be the responsibility of the Owner. Unless specifically authorized in writing by the Owner, the Architect shall not be required to perform or to have others perform, destructive testing or to investigate concealed or unknown conditions.

§ 3.1.10 To the fullest extent permitted by law, the Owner shall defend, indemnify, and hold harmless the Architect, the Architect's consultants and agents, and employees of any of them, from and against any and all claims, damages, awards, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from latent, concealed or unknown conditions and/or documentation or information furnished by the Owner, its consultants or agents, or employees of any of them.

§ 3.1.11 The Architect's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event the Owner later elects to reduce the Architect's scope of services, the Owner hereby agrees to release, hold harmless, defend, and indemnify the Architect from any and all claims, damages, losses, or costs associated with or arising out of such reduction of services.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches, if any, to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall ~~submit to~~ assist the Owner in preparing an estimate of the Cost of the Work ~~prepared in accordance with Section 6.3.~~

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall ~~update~~ assist in updating the estimate of the Cost of the Work ~~prepared in accordance with Section 6.3.~~

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 ~~The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3. Not used.~~

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201®–2017, General Conditions of the Contract for Construction as modified by RDG Planning & Design, Inc. in the form attached as Exhibit B. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections or to review webcam/videos/photographs to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon by the Architect and the Owner or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect 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 the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon by the Architect and the Owner, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services

	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	<u>Architect</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Architect</u>
§ 4.1.1.3 Measured drawings	<u>Not Provided</u>
§ 4.1.1.4 Existing facilities surveys	<u>Owner</u>
§ 4.1.1.5 Site evaluation and planning	<u>Architect</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Architect</u>
§ 4.1.1.9 Landscape design	<u>Architect</u>
§ 4.1.1.10 Architectural interior design	<u>Not Provided</u>
§ 4.1.1.11 Value analysis	<u>Not Provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13 On-site project representation	<u>Not Provided</u>
§ 4.1.1.14 Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15 As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not Provided</u>

Supplemental Services

§ 4.1.1.17	Post-occupancy evaluation
§ 4.1.1.18	Facility support services
§ 4.1.1.19	Tenant-related services
§ 4.1.1.20	Architect's coordination of the Owner's consultants
§ 4.1.1.21	Telecommunications/data design
§ 4.1.1.22	Security evaluation and planning
§ 4.1.1.23	Commissioning
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3
§ 4.1.1.25	Fast-track design services
§ 4.1.1.26	Multiple bid packages
§ 4.1.1.27	Historic preservation
§ 4.1.1.28	Furniture, furnishings, and equipment design
§ 4.1.1.29	Other services provided by specialty Consultants
§ 4.1.1.30	Other Supplemental Services
	<u>Not applicable.</u>

Responsibility (Architect, Owner, or not provided)

<u>Not Provided</u>
<u>Not Provided</u>
<u>Not Provided</u>
<u>Not Provided</u>
<u>Not Provided</u>
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<u>Not Provided</u>
<u>Not Provided</u>
<u>Not Provided</u>
<u>Not Applicable</u>

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Not applicable.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not applicable.

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2. Not used.~~

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to ~~the fault~~ any negligent act, error, or omission of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- 1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- 2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- 3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Four (4) visits to the site by the Architect during construction
- .3 Two (2) inspections ~~for any portion~~ of the Work to determine whether ~~such portion of the Work~~ is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections ~~for any portion~~ of the Work to determine final completion.

§ 4.2.3.1 The Architect shall be compensated for these Additional Services beyond the limits stated above, which will be billed by the Architect in accordance with Section 11.3.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. Not used.~~

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, ~~and~~ tests for hazardous materials, and commissioning of mechanical, electrical, or building envelope as required by code.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional and are based upon its own historical experience. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect. If the Owner wishes greater assurance as to the probable Cost of the Work, the Owner shall engage an independent cost estimating consultant acceptable to the Architect, at the Owner's cost.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires requests and the Architect agrees to provide a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, as Additional Services, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation.~~ In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

~~§ 8.1.1 The Owner and Architect shall commence all~~ All claims and causes of action ~~against the other and between the Owner and the Architect~~ arising out of or related to this Agreement or the Work, whether based in contract, tort, ~~warrant~~, or otherwise, ~~in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not shall be deemed to have accrued and the applicable statute of limitations shall commence to run no later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of final Certificate of Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed, and also in no event shall any claim or cause of action be brought more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, ~~similar~~ the same scope of waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, ~~unless if~~ the parties mutually agree ~~otherwise~~, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ ~~Arbitration pursuant to Section 8.3 of this Agreement~~
- ☒ Litigation in a court of competent jurisdiction
- ☐ ~~Other:~~ (Specify): Not applicable.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.2.5 The Architect or Owner, as appropriate, shall include a similar mediation provision in all its agreements with contractors and consultants retained for the Project and shall require all contractors and consultants to also include a similar mediation provision in all agreements with their subcontractors and sub-consultants so retained for the Project, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. Not used.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question. Not used.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. Not used.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Not used.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Not used.

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. Not used.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement. Not used.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Five Thousand Dollars (\$5,000).

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

0 Dollars (\$0).

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

§ 9.10 The Owner and Architect's rights set forth in this Article 9 are in addition to and without prejudice to their other rights and remedies provided by law.

§ 9.11 The termination of this Agreement shall not relieve either the Owner or the Architect of any obligation previously accrued. The following provisions of this Agreement, and any other provisions that by their terms so provide, shall specifically survive any such termination: Section 3.1.10, Article 7, Article 8, Article 10, and Article 12.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction in the form attached to this agreement as Exhibit B.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

(Insert amount)

Not applicable. [OR] Compensation shall be One Hundred Fifteen Thousand dollars and no cents (\$115,000) plus reimbursable expenses.

.2 Percentage Basis

(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

Not applicable

.3 Other
(Describe the method of compensation)

Not applicable

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Compensation shall be hourly in accordance with the Standard Hourly Rate Schedule current at the time services are provided. A copy of the Standard Hourly Rate Schedule is attached hereto as Exhibit C and incorporated herein by this reference.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Compensation shall be hourly in accordance with the Standard Hourly Rate Schedule current at the time services are provided. A copy of the Standard Hourly Rate Schedule is attached hereto as Exhibit C and incorporated herein by this reference.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Not applicable. [OR] Unknown at time of execution.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Sixteen and one-half</u> percent (16.5%)
Design Development Phase	<u>Fifteen</u> percent (15.0%)
Construction Documents Phase	<u>Thirty-six</u> percent (36.0%)
Bidding/Negotiations Phase	<u>Five</u> percent (5.0%)
Construction Phase	<u>Twenty-seven and one-half</u> percent (27.5%)
Total Basic Compensation	one hundred percent (100%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 ~~When compensation is on a percentage basis and~~ any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category

Rate (\$0.00)

Standard Hourly Rate Schedule incorporated herein as Exhibit C.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10%) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

NA

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero dollars and no cents (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A Dollars (\$N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred. Not used.~~

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

One percent (1%) per month.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various subjective, discretionary and/or possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment consistent with the degree of skill and care ordinarily exercised by architects currently practicing under similar circumstances to interpret applicable laws, rules, codes, ordinances and regulations, including accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Owner shall defend, indemnify, and hold harmless the Architect, the Architect's consultant and agents, and employees of any of them, from and against any and all claims, damages, awards, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from noncompliance with ADA or FHA.

§ 12.2 If this Agreement is terminated, other than pursuant to Section 9.4, the license granted in Section 7.3 shall terminate and the Owner's obligations set forth in Section 7.3.1 and Section 9.7.2 shall govern.

§ 12.3 26 United States Code Section 179D directs that there shall be allowed as a tax deduction an amount equal to the cost of energy efficient commercial building property (or partially qualifying energy efficient commercial building property) placed in service during the taxable year. In the case of energy efficient commercial building property (or partially qualifying energy efficient commercial building property) installed on or in property owned by a Federal, State, or local government, or a political subdivision thereof, the Owner shall allocate this 26 United States Code Section 179D tax deduction to the Architect.

§ 12.4 The Architect may specify certain materials for the Project that may contain substances that may be determined or are considered by some to pose a potential risk to the health and safety of humans, but that are not banned by governmental agencies having jurisdiction over the Project as of the time these products or materials were specified by the Architect. By signing this Agreement, Owner is hereby on notice that such materials may be determined to be hazardous or detrimental to the health and safety of humans, which may be banned in the future, and the Owner agrees to hold the Architect harmless from any and all claims or damages resulting from or arising out of the specification of such products or materials.

§ 12.5 To the maximum extent permitted by law, the Owner agrees to limit the Architect's liability for claims brought by or through the Owner to the sum of [Two Hundred Fifty Thousand Dollars (\$250,000)] or the Architect's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral, including but not limited to, the terms of any purchase order, invoice, bid document, or proposal attached to the Agreement. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101®–2017, Standard Form Agreement Between Owner and Architect as modified by RDG Planning & Design, Inc. and Owner.

- .2 Building Information Modeling Exhibit, if completed:

NA

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

- ☐ ~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~

~~*(Insert the date of the E204 2017 incorporated into this agreement.)*~~

Not applicable.

- ☒ Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.1 AIA A201®-2017, General Conditions of Contract for Construction, as modified by RDG Planning & Design, Inc. and Owner attached hereto and incorporated herein by this reference as Exhibit B to this AIA B101.

.2 Standard Hourly Rate Schedule attached hereto and incorporated herein by this reference as Exhibit C.

.3 Scope of Services attached hereto and incorporated herein by this reference as Exhibit A to this AIA B101.

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

Not applicable.

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

OWNER *(Signature)*

Dan F. Agnew,
Mayor
City of Grinnell, IA

(Printed name and title)

ARCHITECT *(Signature)*

Scott Crawford
Principal
RDG Planning & Design

(Printed name, title, and license number, if required)

scope of services

July 30th, 2025

RDG 3006.886.02

Projects

Davis Park &
Merrill Park
Redevelopment SD-CA

Owner / Location

City of Bettendorf
Middle Road & 23rd Street
Bettendorf, IA 52722

Owner Representative

Brent Morlok
City Engineer
1609 State Street
Bettendorf, IA 52722
Phone Number: (563) 344-4115

Project Background

In 2024, the City of Grinnell began a master planning process that looked at all parks within the City parks and recreation master plan. The two following projects stem from that project.

Davis Park

The Grinnell-Newburg Community School District has announced the closure of Davis Elementary School following the 2024–2025 academic year, due to the high cost of necessary infrastructure repairs. This transition presents an opportunity to reimagine and reinvest in Davis Park as a vital recreational and community space.

Merrill Park

Merrill Park is a cherished neighborhood park and has been identified as a high-priority improvement project by the City of Grinnell and its residents.

Location Diagram



Davis Park



Merrill Park

Project Description

Davis Park	Recommended program in the Grinnell Parks and Recreation Master Plan Document • Shelter and restroom • Playground (equipment, installation, safety surfacing) • Two pickleball courts (Jordan mentioned a desire for four) • Multi-use play surface • Landscaping, sidewalks, benches, and lighting • Support for indoor enhancements (to be discussed further) • Bocce Ball Court • Parking, signage, and other miscellaneous elements
Merrill Park	Recommended program in the Grinnell Parks and Recreation Master Plan Document • Preliminary studies for: ○ Playground ○ Evaluate the existing restroom and shelter ○ New restroom, shelter and terrace ○ Trails and sidewalks • Design and construction for: ○ Coordination with Public Works to upgrade on-street-parking ○ Grading plan ○ Layout Plan ▪ Great Lawn ▪ West trail and sidewalks ▪ Softball backstop ▪ Lighting ▪ Signage

Estimated Project Budget

RDG Planning & Design has developed an opinion of probable construction cost for improvements to both Davis Park and Merrill Park, inclusive of design and engineering fees:

Davis Park Project – Total Project Budget Breakdown

Category	Estimated Cost	Notes
1. Construction Budget	\$820,000	Includes all built elements: building(s), courts, paving, site furnishings, and lighting
2. Construction Contingency (10%)	\$82,000	Owner-held; for unforeseen conditions or changes during construction
3. Design & Engineering	\$70,000	RDG scope: includes schematic design through construction administration
4. Survey (Topographic & Boundary)	\$10,000	City-provided; needed early in design
5. Geotechnical Investigation	\$8,000	City-provided; soil borings, subgrade analysis, foundation recommendations



Category	Estimated Cost	Notes
6. Bid Printing (Reprographics)	\$2,500	City-provided; covers hardcopies of plans/specs for contractor bidding
7. Construction Materials Testing (CMT)	\$5,000	City-provided; field and lab testing of concrete, soils, etc. during construction
8. Permitting Fees	TBD (allow ~\$2,000–\$5,000)	City-provided; dependent on jurisdiction (e.g., building, stormwater, erosion control)

Estimated Total Project Cost for Davis Park Improvements: \$997,500 – \$1,000,000

This range includes construction, contingency, professional services, and estimated city-provided technical support costs.

Merrill Park Project – Total Project Budget Breakdown

Category	Estimated Cost	Notes
1. Construction Budget	\$185,000 – \$250,000	Includes all built elements: building(s), courts, paving, site furnishings, and lighting
2. Construction Contingency (10%)	\$20,000	Owner-held; for unforeseen conditions or changes during construction
3. Design & Engineering	\$45,000	RDG scope: includes schematic design through construction administration
4. Survey (Topographic & Boundary)	\$10,000	City-provided; needed early in design
5. Geotechnical Investigation	\$2,000	City-provided; soil borings, subgrade analysis, foundation recommendations
6. Bid Printing (Reprographics)	\$2,500	City-provided; covers hardcopies of plans/specs for contractor bidding
7. Construction Materials Testing (CMT)	\$5,000	City-provided; field and lab testing of concrete, soils, etc. during construction
8. Permitting Fees	TBD (allow ~\$2,000–\$5,000)	City-provided; dependent on jurisdiction (e.g., building, stormwater, erosion control)

Estimated Total Project Cost for Merrill Park Improvements:

- Low Range (Construction at \$185,000): **~\$251,500 – \$274,500**
- High Range (Construction at \$250,000): **~\$316,500 – \$339,500**

Basic Services Approach

RDG will build upon previously developed master plan drawings and work collaboratively with City staff to advance design and implementation. Services are organized into the following tasks:

1. Preliminary Study Phase
2. Schematic Design



3. Design Development
4. Construction Documents
5. Bidding Phase Services
6. Construction Phase Services

Basic Services Work Plan

Task 1: Preliminary Study Phase

This phase provides foundational assessment and programming to inform the design direction.

Task 1.1 – Existing Conditions and Program Evaluation

- Evaluate condition and usability of existing **restroom** and **shelter**
- Identify requirements for **replacement** or **renovation**
- Assess opportunities and constraints for a **new terrace area**

Task 1.2 – Playground Analysis

- Study age group coverage, accessibility, and safety standards
- Explore potential play zone locations
- Outline size, surfacing, shade, and circulation needs

Task 1.3 – Trail and Sidewalk Review

- Document current circulation and identify gaps
- Recommend alignments for new west trail connections, internal loops, and connections to on-street parking

Task 1.4 – Coordination with City

- **Hold kickoff meeting to confirm priorities and phasing**
- **Collaborate with Public Works on on-street parking upgrades**

Task 1.5 – Deliverables

- PDF packet with findings, photos, diagrams, and preliminary recommendations
- Narrative on project components to be advanced to design

Task 2: Schematic Design and Cost Budgeting

Task 2.1 – Meeting #1

- Facilitate kickoff meeting with City staff
- Review and finalize schematic designs for both Davis and Merrill Park

- Review initial opinion of probable construction cost
- Review project and bidding schedule

Task 2.2 – Refine Layout Plans

- Integrate feedback from City into updated schematic plans

Task 2.3 – Cost Estimating

- Develop order-of-magnitude cost estimates including contingencies, permitting, testing, and other anticipated owner costs

Task 2.4 – Meeting #2 (Zoom)

- Present refined layouts
- Review cost estimates
- Gather input from the City

Task 1.5 – Deliverables

- Submit schematic design PDF including:
 - Layout and grading plans
 - Building plans (if applicable)
 - Preliminary utility narratives (electrical, mechanical, sanitary, lighting)
 - Updated cost estimates
 - Preliminary project delivery schedule

Task 3: Design Development

Task 2.0 – 50% Design Development

- Complete 50% drawings and specs with City feedback incorporated

Task 3.1 – Meeting #3 (Zoom)

- Review materials, layout refinements, and technical details

Task 2.2 – 100% Design Development

- Provide documents to City and RDG internal QC team

Task 3.3 – Meeting #4 (Zoom)

- Review final DD documents
- Receive final input prior to Construction Documents phase



Task 4: Construction Documents

Task 3.1 – 50% CDs

- Produce 50% construction drawings and specs incorporating prior feedback

Task 4.2 – Meeting #5 (Zoom)

- Review project goals and 50% CD set

Task 4.3 – 95% CDs

- Produce 95% CD set
- City to provide Division 00 and 01

Task 4.4–4.5 – Reviews

- Submit to City-designated reviewer and RDG QC team

Task 4.6 – Meeting #6 (Zoom)

- Review final CDs and receive approval to proceed to bidding

Task 4.7 – 100% CDs

- Incorporate final comments and submit bid-ready documents

Task 5: Bidding Phase Services

Task 5.1 – Bidding Documents

- Provide final bid documents for City distribution

Task 5.2 – Pre-Bid Conference (Zoom)

- Participate in contractor pre-bid meeting

Task 5.3 – Contractor Questions/Addenda

- Respond to bidder questions and issue addenda as needed

Task 5.4 – Bid Opening

- Attend bid opening virtually with City staff

Task 5.5 – Bid Tabulation

- City to develop bid tab of all received bids

Task 6: Construction Phase Services

Task 6.1 – Pre-Construction Meeting

- Attend and assist with initial contractor coordination

Task 6.2 – Submittals and Shop Drawings

- Review and approve contractor submittals

Task 6.3 – RFIs and Clarifications

- Provide design clarifications and supplemental details as needed

Task 5.4 – Pay Applications

- Review and recommend contractor payment applications

Task 6.5 – Substantial Completion Walk-Through

- Attend one (1) substantial completion walk-through
- Additional visits can be provided as additional services

Task 6.6 – Punch List

- Provide punch list of incomplete items

Task 6.7 – Final Completion Walk-Through

- Attend one (1) final walk-through
- Additional visits can be provided as additional services

Task 6.8 – Recommendation of Acceptance

- Submit written recommendation for final acceptance

Basic Services Timeframe (Tentative)

Task	Timeline
Schematic Design	Summer 2025



Task	Timeline
Design Development	Fall 2025
Construction Documents	Fall 2025
Bidding Phase Services	Winter 2026
Construction Phase	Spring 2026 to End of 2026

Schedule to be finalized with the City of Grinnell during Task 1.

Services Not Included

Unless otherwise agreed upon, the following are not included in the base scope of work and would require additional scope/fees:

1. Site survey and geotechnical borings
2. Division 00 and 01 specifications
3. Environmental assessments (wetlands, cultural resources)
4. Wayfinding, donor signage, or public street signage design
5. Utility investigations (if undocumented)
6. Jurisdictional approvals, permits, or entitlement processes
7. Appraisals, platting, annexation, or zoning services
8. Legal services, easement/title research
9. Underground detention or utility relocations
10. Septic system or percolation testing
11. Public improvement plans within ROW
12. Design of utility services to the site
13. Any other specialty services not explicitly listed in this document

Grinnell Parks Project – Total Project Budget Breakdown

Category	Estimated Cost	Notes
1. Construction Budget	\$820,000	Includes all built elements: building(s), courts, paving, site furnishings, and lighting
2. Construction Contingency (10%)	\$82,000	Owner-held; for unforeseen conditions or changes during construction
3. Design & Engineering	\$70,000	RDG scope: includes schematic design through construction administration
4. Survey (Topographic & Boundary)	\$10,000	City-provided; needed early in design
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Category	Estimated Cost	Notes
7. Construction Materials Testing (CMT)	\$5,000	City-provided; field and lab testing of concrete, soils, etc. during construction
8. Permitting Fees	TBD (allow ~\$2,000–\$5,000)	City-provided; dependent on jurisdiction (e.g., building, stormwater, erosion control)

Estimated Total Project Cost: \$997,500 – \$1,000,000

This range includes construction, contingency, professional services, and estimated city-provided technical support costs.

Responsibility Summary

Cost Type	Responsibility
Construction + Contingency	City
Design & Engineering	RDG
Survey, Geotech, CMT	City (RDG to Assist)
Bid Printing	City (RDG to Assist)
Permitting Fees	City



Dear City Council,

Our company is asking for the council to approve us laying concrete in the alley way between our two buildings (610 1st Avenue and 608 1st Avenue).

We have two existing concrete pads outside of each building in front of the southern bays. We are wanting to connect those in order to drive our lift and forklift back and forth easier.

The concrete would be 8" thick due to semi trucks parking frequently on them. The dimensions would be roughly 24x50.

This project would not begin until Spring of 2026.

A map is attached for further clarification.

Thank you!

Desiree Strayer
German Plumbing Heating and Cooling, Inc
641-236-5965



7/25/2025
Paul Kessler
1845 4th Ave

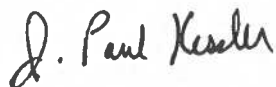
Dear City Council Members;

I am requesting permission for a native planting on my property as outlined in Chapter 52 of the City Code. I will be acquiring plants from Prairie Moon Nursery and Allendan Seed Companies.

My Native Plant List Includes

New Jersey Tea	Butterfly Milkweed
Flowering Spurge	Common Milkweed
Cream Wild Indigo	Lead Plant
Purple and White Prairie Clover	Wild Petunia
Smooth Blue Aster	Bush's Poppy Mallow
Wind Flower	Rattlesnake Master
Royal Catchfly	Prairie Drop Seed
Wild Rose	Violet Wood Sorrel
Foxglove Beardtonge	Common Violet
Large Flowered Beardtonge	Wild Strawberry
New England Aster	Prairie Smoke
Blazing Star	Pale Spiked Lobelia
Wild Quinine	Maiden Hair Fern
Great Blue Lobelia	Starry Solomon Seal
Prairie Phlox	False Rue Anemone
Culvers Root	Zig Zag Goldenrod
Pearly Everlasting	Toothwart
Sky Blue Aster	Wild Ginger
Yarrow	Prairie Ragwort
Prairie Sage	Wild Geranium
	Marble Seed

Thank you for your consideration,



J. Paul Kessler

[515-408-6593]

Planting Area

