March 5, 1985
to
May 21, 1985
AGENDA

1. Call to Order - 5:00 p.m.

2. Roll Call.

3. Consideration of Tentative Agenda.

4. Public Comments.


8. Consideration of Minutes of April 23, 1985, regular meeting.


10. Consideration of Academic Calendar for 1985-86.

11. Consideration of membership to Association of Community College Trustees (ACCT).

12. Consideration of resolution adopting proposed plans and specs and form of contract for DMACC Carroll Campus and establish hearing date.

13. Consideration of resolution fixing date for receipt of bids for Carroll Campus.

14. Consideration of resolution adopting proposed plans and specs and form of contract for Partial Re-roofing of Building Number 7 and establish hearing date.

15. Consideration of resolution fixing date for receipt of bids for Partial Re-roofing Building Number 7.

16. Consideration of resolution adopting proposed plans and specs and form of contract for Re-roofing Auditorium, Boone Campus and establish hearing date.

17. Consideration of resolution fixing date for receipt of bids for Re-roofing Auditorium, Boone Campus.
18. Consideration of resolution adopting proposed plans and specs and form of contract for Installation of Multi-Cell Coaxial Underground Duct, and establish hearing date.

19. Consideration of resolution fixing date for receipt of bids for Installation of Multi-Cell Coaxial Underground Duct.

20. Consideration of renewal of lease with Carroll Glass Company, Carroll, Iowa, for facility which houses Automotive Program, Building Trades Program and Administrative Offices in Carroll.

21. Consideration of listing student constructed house for sale located at 822 S.E. 10th Street, Ankeny, Iowa.

22. Consideration of listing student constructed house for sale located at 733 San Salvador, Carroll, Iowa.

23. Consideration of offers to purchase property located at 517 N.E. Fifth, Ankeny, Iowa.

24. Consideration of resolution authorizing the issuance and providing for the securing of such Certificates for the purpose of carrying out a New Jobs Training Program Project, designated as the 3M Company Project.

25. Consideration of resolution approving Industrial New Jobs Training Agreement and authorizing publication of Notice of Intent to Issue Industrial New Jobs Training Certificates for the B. W. Johnson Project.


27. Consideration of Industrial New Jobs Training contracts.

28. Consideration of issuance of anticipatory warrant for FY1985-86.

29. Consideration of Payables.


32. Board Members' Reports.

33. Future Agenda Items:
   A. Board Policy review
   B. Collective bargaining
   C. Golden Circle Program
34. Information Items:
   A. June 1-3, 1985 - ACCT Central Region Seminar - Cincinnati, Ohio
   B. June 18, 1985 - Regular Board Meeting - Ankeny
   C. June 20-22 - Strategic Long Range Planning Seminar - Des Moines
      Airport Hyatt - sponsored by ACCT/IACCT/DMACC

35. Adjournment
The regular meeting of the Des Moines Area Community College Board of Directors was held in Building 1, Room 30, of the Ankeny Campus, on May 21, 1985. The meeting was called to order by Board President Jasper Risdal at 5:00 p.m.

ROLL CALL

Members Present:
- DeVere Bendixen
- Susan Clouser
- Eldon Leonard
- Ted Nemmers
- Jasper Risdal
- Herbert Ritland
- Don Rowen*
- Douglas Shull

Members Absent:
- Lloyd Courter

Others Present:
- Joseph A. Borgen, President
- Helen M. Minor, Board Secretary
- Don Zuck, Board Treasurer
- Other DMACC staff and interested residents

APPROVAL OF TENTATIVE AGENDA

It was moved by T. Nemmers, seconded by E. Leonard, that the tentative agenda be approved as presented.

PUBLIC COMMENTS

A legislative update was given by Dr. Fred Holmes, Executive Director, Iowa Association of Community College Trustees.

Donald L. Andrew, ditching and tile contractor, presented some suggestions for future job bidding. President Borgen stated that a tiling project on campus would be rebid and awarded to the lowest bidder.

President Borgen introduced Carol Spencer, Dean-Industry and Technical, Joanne Brown, Dean-Public & Human Services, and Virginia Loftus, Dean-Support Services.

*DIRECTOR ROWEN ARRIVES

PRESENTATIONS

A report on the DMACC Foundations was presented by Joy G. Rohm, Foundation Consultant.
Results of a survey of organizational training needs in central Iowa were presented by Michael Delaney, Sociology instructor and Cary Israel, Vice President, Economic Development Group. The response from various employers indicated a need for rather extensive retraining of personnel. It was the opinion of the researcher that the market for DMACC training services are very great.

APPROVAL OF MINUTES  
D. Rowen moved that the minutes of the April 23, 1985, regular meeting be approved; seconded by E. Leonard.

Motion passed unanimously.

APPROVAL OF HUMAN RESOURCES REPORT  
E. Leonard made a motion which was seconded by D. Rowen, for approval of the personnel report as show in Attachment #1 to these minutes.

Motion passed unanimously.

Dr. Borgen announced that Dr. Ken Shibata would transfer to the Western Attendance Center, effective immediately, and that Don Kerr would transfer to the Ankeny Campus. He stated that Dr. Shibata had much to contribute to the Carroll Campus and community. A brief discussion followed.

APPROVAL OF ACADEMIC CALENDAR  
A motion was made by D. Rowen, seconded by D. Shull, that the Board approve the Academic Terms and Training Periods for FY1985-86. A copy of the Calendar is Attachment #2 to these minutes.

Motion passed unanimously.

APPROVAL OF ACCT MEMBERSHIP  
It was moved by E. Leonard, seconded by T. Nemmers, that the Board approve the payment of membership dues to the Association of Community College Trustees for FY 1986, in the amount of $800.00.

Motion passed unanimously.

APPROVAL OF PLANS & SPECIFICATIONS & FORM OF CONTRACT  
E. Leonard made a motion which was seconded by D. Bendixen, for the Board to approve the resolution included as Attachment #3 to these minutes which adopts the proposed plans and specifications and form of contract for construction of the DMACC Carroll Campus, and that June 18, 1985, 5:00 p.m., DST, be established as the date for the public hearing on said project.

Motion passed unanimously.
APPROVAL OF DATE FOR BID RECEIPT—CARROLL CAMPUS PROJECT

A motion for the Board of Directors to approve the resolution included as Attachment #4 to these minutes which establishes June 14, 1985, 2:00 p.m., DST, as the date for receipt of bids for the construction of DMACC Carroll Campus, was made by T. Nemmers; seconded by S. Clouser.

Motion passed unanimously.

APPROVAL OF PLANS & SPECIFICATIONS & FORM OF CONTRACT—PARTIAL RE-ROOFING BLDG. 7, ANKENY CAMPUS

T. Nemmers made a motion which was seconded by H. Ritland, for the Board to approve the resolution included as Attachment #5 to these minutes which adopts proposed plans, specifications and form of contract for partial re-roofing of Building 7, and establishes the date for public hearing on said project as June 18, 1985, 5:05 p.m., DST.

Motion passed unanimously.

APPROVAL OF DATE FOR BID RECEIPT—BUILDING 7 RE-ROOFING

A motion for the Board of Directors to approve the resolution included as Attachment #6 to these minutes which fixes the time and date for receipt of bids for partial re-roofing of Building 7 as 2:00 p.m., DST, June 10, 1985, was made by D. Shull, seconded by S. Clouser.

Motion passed unanimously.

APPROVAL OF PLANS & SPECIFICATIONS & FORM OF CONTRACT—RE-ROOFING AUDITORIUM, BOONE CAMPUS

E. Leonard made a motion which was seconded by D. Rowen, for the Board to approve the resolution included as Attachment #7 to these minutes which adopts the proposed plans and specifications and form of contract for re-roofing the Auditorium, Boone Campus, and that June 18, 1985, 5:10 p.m., DST, be established as the date for the public hearing on said project.

Motion passed unanimously.

APPROVAL OF DATE FOR BID RECEIPT—RE-ROOFING AUDITORIUM, BOONE CAMPUS

A motion for the Board to approve the resolution included as Attachment #8 to these minutes which establishes June 10, 1985, 2:00 p.m., DST, as the date for receipt of bids for the re-roofing of the Auditorium, Boone Campus, was made by E. Leonard, seconded by D. Rowen.

Motion passed unanimously.

APPROVAL OF PLANS & SPECS & FORM OF CONTRACT—INSTALLATION OF MULTI-CELL COAXIAL UNDERGROUND DUCT—ANKENY CAMPUS

T. Nemmers made a motion which was seconded by D. Bendixen, for the Board to approve the resolution included as Attachment #9 to these minutes which adopts the proposed plans and specs and form of contract for installation of multi-cell coaxial underground duct, and that June 18, 1985, 5:15 p.m., DST, be established as the date for the public hearing on said project.

Motion passed unanimously.
APPROVAL OF DATE FOR BID RECEIPT-INSTALLATION OF MULTI-CELL COAXIAL UNDERGROUND DUCT

A motion for the Board of Directors to approve the resolution included as Attachment #10 to these minutes which establishes June 12, 1985, 2:00 p.m., DST, as the date for receipt of bids for the installation of multi-coaxial underground duct was made by T. Nemmers, seconded by D. Bendixen.

Motion passed unanimously.

APPROVAL OF LEASE RENEWAL WITH CARROLL GLASS CO.

It was moved by S. Clouser, seconded by H. Ritland that the Board approve a lease renewal with Carroll Glass Company, Carroll, Iowa, for the property located at 229 North Main, Carroll, Iowa, at a cost of $1,089.30 for the period of June 1, 1985, through July 31, 1986. A copy of said renewal is Attachment #11 to these minutes.

Motion passed unanimously.

STUDENT CONSTRUCTED HOUSE LISTINGS-CARROLL AND ANKENY

S. Clouser made a motion, D. Rowen seconded, that the student constructed house located at 822 S.E. 10th St., Ankeny, Iowa, be listed for sale at a listing price of $87,000; that figure to include a $2,000 carpeting allowance.

Motion passed unanimously.

OFFER TO BUY STUDENT BUILT HOUSE REJECTED

A motion was made by D. Rowen, seconded by S. Clouser, that the student constructed house located at 733 San Salvador, Carroll, Iowa, be listed for sale at a listing price of $79,900; this figure does not include a carpeting allowance.

Motion passed unanimously.

RESOLUTION 3-M COMPANY

No action was taken on the resolution for the 3M Company Project.

APPROVAL OF RESOLUTION APPROVING FORM & CONTENT & EXECUTION & DELIVERY NEW JOBS TRAINING AGREEMENT-B.W. JOHNSON MFG.

It was moved by D. Rowen, seconded by T. Nemmers, that the Board of Directors adopt the resolution approving the form and content and execution and delivery of a new jobs training agreement, instituting proceedings for the taking of additional action for the issuance of new jobs training certificates and directing the publication of a notice of intention to issue not to exceed $16,500 aggregate principal amount of new jobs training certificates (B.W. Johnson Mfg. Company Project) of the Des Moines Area Community College. Said resolution is Attachment #12 to these minutes.

Motion passed unanimously on a roll call vote.
D. Rowen made a motion, D. Bendixen seconded, that the Board of Directors adopt the resolution approving the form and content and execution and delivery of a new jobs training agreement, instituting proceedings for the taking of additional action for the issuance of new jobs training certificates and directing the publication of a notice of intention to issue not to exceed $88,000 aggregate principal amount of new jobs training certificates (Mid-Central Plastics, Inc. Project) of the Des Moines Area Community College. Said resolution is Attachment #13 to these minutes.

Motion passed unanimously on a roll call vote.

No additional New Jobs Training Agreements were presented.

A motion was made by E. Leonard, seconded by D. Rowen, that the Board approve the resolution directing the advertisement for sale of Anticipatory Warrants of the Des Moines Area Community College for the 1985-86 fiscal year (Attachment #14 to these minutes) and that said Warrants be offered at public sale scheduled for June 18, 1985, with the opening of bids at 11:30 a.m. in the Board Room, Ankeny, Iowa.

Motion passed unanimously on a roll call vote.

A motion for approval of the payables as presented in Attachment #15 to these minutes was made by E. Leonard, seconded by D. Bendixen.

Motion passed unanimously.

Irv Steinberg, Controller, presented the April, 1985, Financial Report, a copy of which is included as Attachment #16 to these minutes.

President Borgen told the Board that DMACC is in the process of putting together an NCA Self Study and asked the Board for input on our strengths and weaknesses and areas for improvement.

We have been contacted by Japanese leaders who are interested in a student exchange and perhaps establishment of a community college in our sister city, 'Kofu.' Possibly an international travel budget could be set up to allow some of our staff to visit Japan and assist in these programs.
The August regular Board meeting, which will be held in Carroll, Iowa, has been changed to August 27, 1985, due to a conflict at St. Anthony's Hospital.

A motion for adjournment was made by D. Bendixen, seconded by H. Ritland.

Motion passed unanimously and at 6:27 p.m., Board President Risdal adjourned the meeting.

JASPER M. RISDAL, President

HELEN M. MINOR, Board Secretary
I. CONTRACT CHANGES

   Continuing Contract with Certified Faculty.

   From 3/4 time, twelve months to full-time twelve months.
   Annual Salary $32,192. Twelve month contract.
   Effective April 1, 1985.
   Employment Agreement with Professional Staff.

   From 1/2 time, nine months to 1/2 time twelve months.
   Annual salary $14,759. Twelve month contract.
   Effective April 1, 1985.
   Employment Agreement with Professional Staff.

   From grade 12 classified staff to grade 13 professional staff.
   Annual salary $20,158. Twelve month contract.
   Effective April 22, 1985.
   Employment Agreement with Professional Staff.

   To Instructor-Office Occupations, Urban Campus.
   Annual salary $24,954. Twelve month contract.
   Continuing Contract with Certified Faculty. Probationary status.

f. Ruprecht, Kris, Payroll Specialist, Business Services.
   From Payroll Specialist-Grade 11 classified staff to Payroll Supervisor-grade 12 professional staff.
   Annual salary $17,455. Twelve month contract.
   Effective April 22, 1985.
   Employment Agreement with Professional Staff.
II. RESIGNATIONS

a. Blair, James, Supervisor-Custodial & Grounds, Business Services

b. Demorest, Allan, Instructor-Health Care Administration, Public Human Services.


III. LEAVE WITHOUT PAY

   From August 29, 1985 through May 9, 1986.

IV. SUMMER CONTRACTS

a. Business & Management

<table>
<thead>
<tr>
<th>NAME</th>
<th># Days</th>
<th>Maximum %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anderson, Larry</td>
<td>53 Days</td>
<td>100%</td>
</tr>
<tr>
<td>DeVries, Ruth</td>
<td>53 Days</td>
<td>64%</td>
</tr>
<tr>
<td>Holmes, Russ</td>
<td>53 Days</td>
<td>100%</td>
</tr>
<tr>
<td>Moore, Patty</td>
<td>53 Days</td>
<td>100%</td>
</tr>
<tr>
<td>Moorehead, Russ</td>
<td>53 Days</td>
<td>100%</td>
</tr>
<tr>
<td>Redding, Carl</td>
<td>53 Days</td>
<td>73%</td>
</tr>
<tr>
<td>Turner, Tom</td>
<td>53 Days</td>
<td>100%</td>
</tr>
</tbody>
</table>

b. Health Services & Sciences

<table>
<thead>
<tr>
<th>NAME</th>
<th># Days</th>
<th>Maximum %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alberts, Mark</td>
<td>53 Days</td>
<td>100%</td>
</tr>
<tr>
<td>Carlson, Joseph</td>
<td>53 Days</td>
<td>100%</td>
</tr>
<tr>
<td>Clinkenbeard, Ted</td>
<td>53 Days</td>
<td>100%</td>
</tr>
<tr>
<td>Garvey, Patrick</td>
<td>53 Days</td>
<td>73%</td>
</tr>
<tr>
<td>Mosman, Michelle</td>
<td>53 Days</td>
<td>50%</td>
</tr>
<tr>
<td>Strom, Byron</td>
<td>53 Days</td>
<td>100%</td>
</tr>
<tr>
<td>Trumpy, Frank</td>
<td>53 Days</td>
<td>100%</td>
</tr>
<tr>
<td>Wisnieski, Gerald</td>
<td>53 Days</td>
<td>100%</td>
</tr>
<tr>
<td>Wollaston, Robert</td>
<td>53 Days</td>
<td>100%</td>
</tr>
</tbody>
</table>
### c. Student Development

<table>
<thead>
<tr>
<th>Name</th>
<th>Days</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Claassen, Alan</td>
<td>53</td>
<td>50%</td>
</tr>
<tr>
<td>Mosman, Michelle</td>
<td>53</td>
<td>50%</td>
</tr>
</tbody>
</table>

### d. Industrial & Technical

<table>
<thead>
<tr>
<th>Name</th>
<th>Days</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hansen, Dennis</td>
<td>53</td>
<td>100%</td>
</tr>
<tr>
<td>Mastrofski, Jack</td>
<td>53</td>
<td>100%</td>
</tr>
<tr>
<td>Robinson, Jon</td>
<td>53</td>
<td>100%</td>
</tr>
</tbody>
</table>

### e. Boone Campus

<table>
<thead>
<tr>
<th>Name</th>
<th>Days</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brandmeyer, Vivan</td>
<td>53</td>
<td>100%</td>
</tr>
<tr>
<td>Clupper, Beatrice</td>
<td>53</td>
<td>100%</td>
</tr>
<tr>
<td>Doran, John</td>
<td>53</td>
<td>100%</td>
</tr>
<tr>
<td>Ryan, Bill</td>
<td>53</td>
<td>100%</td>
</tr>
<tr>
<td>Taylor, Robert</td>
<td>53</td>
<td>50%</td>
</tr>
</tbody>
</table>

### f. Public & Human Services

<table>
<thead>
<tr>
<th>Name</th>
<th>Days</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aurelius, Ruth</td>
<td>53</td>
<td>100%</td>
</tr>
<tr>
<td>Beck, Thomas</td>
<td>53</td>
<td>100%</td>
</tr>
<tr>
<td>Chapman, Rick</td>
<td>53</td>
<td>100%</td>
</tr>
<tr>
<td>Cordes, Cynthia</td>
<td>53</td>
<td>100%</td>
</tr>
<tr>
<td>Delaney, Mike</td>
<td>53</td>
<td>100%</td>
</tr>
<tr>
<td>Drinnin, Beverly</td>
<td>53</td>
<td>100%</td>
</tr>
<tr>
<td>Hann, Sharon</td>
<td>53</td>
<td>50%</td>
</tr>
<tr>
<td>Harris, Rudy</td>
<td>53</td>
<td>100%</td>
</tr>
<tr>
<td>Kostelnick, Charles</td>
<td>53</td>
<td>100%</td>
</tr>
<tr>
<td>Palmer, Dave</td>
<td>53</td>
<td>100%</td>
</tr>
<tr>
<td>Perry, Edward</td>
<td>53</td>
<td>100%</td>
</tr>
<tr>
<td>Sheaff, James</td>
<td>53</td>
<td>100%</td>
</tr>
<tr>
<td>Simons, Janet</td>
<td>53</td>
<td>100%</td>
</tr>
<tr>
<td>Trieff, Richard</td>
<td>53</td>
<td>50%</td>
</tr>
<tr>
<td>Wagner, Richard</td>
<td>53</td>
<td>100%</td>
</tr>
<tr>
<td>Westergard, Joanne</td>
<td>53</td>
<td>100%</td>
</tr>
<tr>
<td>Wiberg, Curtis</td>
<td>53</td>
<td>100%</td>
</tr>
</tbody>
</table>

### V. EARLY RETIREMENT


b. Young, Thomas, Instructor-Vet Farm Program, Economic Development.
VI. NEW PERSONNEL


DATE: May 13, 1985

TO: Dr. Joe Borgen, President

FROM: Leonard Bengtson, Manager, Research, Planning & Reporting

RE: 1985-86 Academic Calendar

The attached academic calendar for 1985-86 has been approved by both the administration and faculty unit representatives, and is now ready for submission to the Board of Directors for their review and approval. It should be understood that this calendar relates only to students and faculty members. Calendars reflecting the work schedules of other employee groups will be finalized at a later date.
### ACADEMIC TERMS & JOINING PERIODS

<table>
<thead>
<tr>
<th></th>
<th>M</th>
<th>T</th>
<th>W</th>
<th>T</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>JULY - 1985</strong></td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td><strong>AUGUST</strong></td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
</tr>
<tr>
<td><strong>SEPTEMBER</strong></td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
</tr>
<tr>
<td><strong>OCTOBER</strong></td>
<td>16</td>
<td>17</td>
<td>18</td>
<td>19</td>
<td>20</td>
</tr>
<tr>
<td><strong>NOVEMBER</strong></td>
<td>21</td>
<td>22</td>
<td>23</td>
<td>24</td>
<td>25</td>
</tr>
<tr>
<td><strong>DECEMBER</strong></td>
<td>26</td>
<td>27</td>
<td>28</td>
<td>29</td>
<td>30</td>
</tr>
</tbody>
</table>

**ACADEMIC TERMS**

- **9/3 - 12/18** Fall Semester: 75 days
- **1/8 - 5/6** Spring Semester: 77 days
- **5/27 - 8/5** Summer Term: 50 days
- **Total**: 202 days

**TRAINING PERIODS**

- **7/31 - 8/30**: 23 days
- **12/19 - 12/23**: 3 days
- **1/2 - 1/7**: 4 days
- **3/24 - 3/28**: 5 days
- **5/7 - 5/23**: 13 days
- **Total**: 86 days

**Part of Training Period Which Involves Professional Days**

- **7/31 - 8/30**: 23 days
- **12/19 - 12/23**: 3 days
- **1/2 - 1/7**: 4 days
- **3/24 - 3/28**: 5 days
- **5/7 - 5/23**: 13 days
- **Total**: 86 days

**Holiday**

- **9/3 - 9/5**: 3 days

**BOARD APPROVED** - May 21, 1985
1985-86 ACADEMIC CALENDAR

| M | T | W | T | F | M | T | W | T | F | M | T | W | T | F | M | T | W | T | F | M | T | W | T | F | M | T | W | T | F |
JULY - 1985 | 1 | 2 | 3 | ☐ | 4 | 5 | 8 | 9 | 10 | 11 | 12 | 15 | 16 | 17 | 18 | 19 | 22 | 23 | 24 | 25 | 26 | 29 | 30 | 31 |   |   |   |   |   |   |
AUGUST | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 12 | 13 | 14 | 15 | 16 | 19 | 20 | 21 | 22 | 23 | 26 | 27 | 28 | 29 | 30 |   |   |   |   |   |   |
SEPTEMBER | ☐ | 3 | 4 | 5 | 6 | 9 | 10 | 11 | 12 | 13 | 16 | 17 | 18 | 19 | 20 | 23 | 24 | 25 | 26 | 27 | 30 |   |   |   |   |   |   |
OCTOBER | 1 | 2 | 3 | 4 | 7 | 8 | 9 | 10 | 11 | 14 | 15 | 16 | 17 | 18 | 21 | 22 | 23 | 24 | 25 | 28 | 29 | 30 | 31 |   |   |   |   |   |   |
NOVEMBER | 1 | 4 | 5 | 6 | 7 | 8 | 11 | 12 | 13 | 14 | 17 | 18 | 19 | 20 | 21 | 25 | 26 | 27 | 28 | 29 |   |   |   |   |   |   |
DECEMBER | 2 | 3 | 4 | 5 | 6 | 9 | 10 | 11 | 12 | 13 | 16 | 17 | 18 | 19 | 20 | 23 | 24 | 25 | 26 | 27 | 30 | 31 |   |   |   |   |   |   |
JANUARY - 1986 | ☐ | 2 | 3 | ☐ | 8 | 9 | 10 | 13 | 14 | 15 | 16 | 17 | 20 | 21 | 22 | 23 | 24 | 27 | 28 | 29 | 30 |   |   |   |   |   |   |
FEBRUARY | 3 | 4 | 5 | 6 | 7 | 10 | 11 | 12 | 13 | 17 | 18 | 19 | 20 | 21 | 24 | 25 | 26 | 27 | 28 |   |   |   |   |   |   |
MARCH | 3 | 4 | 5 | 6 | 7 | 10 | 11 | 12 | 13 | 17 | 18 | 19 | 20 | 21 | 24 | 25 | 26 | 27 | 28 | 31 |   |   |   |   |   |   |
APRIL | 1 | 2 | 3 | 4 | 7 | 8 | 9 | 10 | 14 | 15 | 16 | 17 | 18 | 21 | 22 | 23 | 24 | 25 | 28 | 29 | 30 |   |   |   |   |   |   |
MAY | 1 | 2 | 5 | 6 | 7 | 8 | 9 | 12 | 13 | 14 | 15 | 16 | 19 | 20 | 21 | 22 | 23 | 26 | 27 | 28 | 29 | 30 |   |   |   |   |   |   |
JUNE | 2 | 3 | 4 | 5 | 6 | 9 | 10 | 11 | 12 | 13 | 16 | 17 | 18 | 19 | 20 | 23 | 24 | 25 | 26 | 27 | 30 |   |   |   |   |   |   |
JULY | 1 | 2 | 3 | ☐ | 7 | 8 | 9 | 10 | 11 | 14 | 15 | 16 | 17 | 18 | 21 | 22 | 23 | 24 | 25 | 28 | 29 | 30 |   |   |   |   |   |   |
AUGUST | ☐ | 2 | 3 | 4 | 5 | 6 | 8 | 9 | 10 | 11 | 15 | 16 | 17 | 18 | 19 | 22 | 23 | 24 | 25 | 26 | 29 | 30 |   |   |   |   |   |   |
Holidays |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
Professional Days |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
Non-Duty Days |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
Start of Term |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
End of Term |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |

COLLEGE YEAR
- Fall Semester: 75 days
- Spring Semester: 77 days
- Summer Term: 50 days
- Total: 202 days

TWO-SEMESTER CONTRACTS (8-27 to 5-9)
- Student Contact Days: 152
- Professional Days: 13
- Total: 165

EXTENDED TWELVE-MONTH CONTRACTS (Transition Year 7-1 to 3-14)
- Student Contact Days: 223
- Professional Days: 16
- Total: 239
RESOLUTION ADOPTING PROPOSED PLANS AND SPECIFICATIONS AND FORM OF CONTRACT FOR DMACC CARROLL CAMPUS

RESOLVED, that proposed plans, specifications, form of contract, and estimated costs, for the construction of DMACC Carroll Campus, are hereby adopted and placed on file in the office of the Secretary of the Board of Directors. Before any contract incorporating said plans and specifications can be issued, it is necessary to hold a public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE that at a meeting of the Board to be held at 5:00 p.m., on the 18th Day of June, 1985, at Des Moines Area Community College, Building 1, Board Room, 2006 S. Ankeny Blvd., Ankeny, Iowa, this Board will hold a Public Hearing on the matter of the adoption of plans and specifications, form of contract, and estimated costs now on file in the office of the Secretary of the Board of Directors.

BE IT FURTHER RESOLVED that the Secretary of the Board of Directors give notice of said public hearing as required by law.

PASSED AND APPROVED THIS 21ST DAY OF MAY, 1985.

[Signature]
President, Board of Directors

ATTEST:

[Signature]
Secretary, Board of Directors
RESOLUTION FIXING DATE FOR RECEIPT OF BIDS
FOR DMACC CARROLL CAMPUS

RESOLVED, that sealed proposals for the construction of DMACC Carroll Campus, will be received at Building No. 1, Room 30, Ankeny Campus, 2006 S. Ankeny Blvd., Ankeny, Iowa, until 2:00 p.m., Central Daylight Savings Time, June 14, 1985, at which time and place said bids will be publicly opened and read aloud.

BE IT FURTHER RESOLVED that the Secretary of the Board of Directors give notice of said letting as required by law.

PASSED AND APPROVED THIS 21ST DAY OF MAY, 1985.

[Signature]
President, Board of Directors

ATTEST:

[Signature]
Secretary, Board of Directors
DATE: May 9, 1985

TO: Helen Minor - Board Secretary

FROM: Don Zuck - Manager, Business Services

RE: Partial Re-roofing, Building No. 7

The subject project bidding documents are complete and ready to present to the Board for their approval.

We will be requesting Board approval of the two resolutions listed below, copies of which are attached:

"Resolution adopting proposed plans and specs and form of contract for Partial Re-roofing, Building No. 7." This resolution also establishes the hearing date to be June 18, 1985, 5:05 p.m.

"Resolution fixing date for receipt of bids for Partial Re-roofing, Building No. 7." Bid date to be June 10, 1985, 2:00 p.m.

The estimated cost for the project is $77,800. Funds for this project have been budgeted for FY'85-86 within the new 10-year plant fund levy.

mat

cc: Gene Snyders
RESOLUTION ADOPTING PROPOSED PLANS AND SPECIFICATIONS
AND FORM OF CONTRACT FOR PARTIAL RE-ROOFING BUILDING NO. 7

RESOLVED, that proposed plans, specifications, form of contract, and estimated costs, for the construction of Partial Re-Roofing Building No. 7, are hereby adopted and placed on file in the office of the Secretary of the Board of Directors. Before any contract incorporating said plans and specifications can be issued, it is necessary to hold a public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE that at a meeting of the Board to be held at 5:05 p.m., on the 18th day of June, 1985, Ankeny, Iowa, this Board will hold a Public Hearing on the matter of the adoption of plans and specifications, form of contract, and estimated costs now on file in the office of the Secretary of the Board of Directors.

BE IT FURTHER RESOLVED that the Secretary of the Board of Directors give notice of said public hearing as required by law.

PASSED AND APPROVED THIS 21st DAY OF MAY, 1985.

ATTEST:

President, Board of Directors

Secretary, Board of Directors
SPECIFICATION
FOR
PARTIAL RE-ROOFING BLDG. NO. 7
DES MOINES AREA COMMUNITY COLLEGE
ANKENY, IOWA
## INDEX

<table>
<thead>
<tr>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notice Of Hearing</td>
<td>NH-1</td>
</tr>
<tr>
<td>Notice To Bidders</td>
<td>NB-1</td>
</tr>
<tr>
<td>Information To Bidders</td>
<td>IB-1 thru IB-3</td>
</tr>
<tr>
<td>Proposal</td>
<td>BP-1 thru BP-2</td>
</tr>
<tr>
<td>General Conditions</td>
<td>GC-1 thru 5</td>
</tr>
<tr>
<td>Contract</td>
<td>C-1 thru 2</td>
</tr>
<tr>
<td>Performance Bond</td>
<td>B-1 thru 3</td>
</tr>
<tr>
<td>Bid Bond</td>
<td>BB1</td>
</tr>
<tr>
<td>Supplementary Conditions</td>
<td>SOG-1 thru 5</td>
</tr>
<tr>
<td>Project Closeout</td>
<td>IXO-1</td>
</tr>
<tr>
<td>Summary of Work</td>
<td>IAO-1 thru 4</td>
</tr>
<tr>
<td>Detailed Specifications</td>
<td>7J5-1 thru 7J5-11</td>
</tr>
</tbody>
</table>
NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

A public hearing will be held on June 18, 1985, at 5:05 p.m., by the Board of Directors of the Des Moines Area Community College, in Building 1, Room 30, at Ankeny, Iowa, in relation to proposed specifications and form of contract for the construction of the following improvement:

DES MOINES AREA COMMUNITY COLLEGE
PARTIAL RE-ROOF BUILDING 7

at which time any interested persons may appear and file objections to the said proposed specifications, form of contract or the cost of such improvement.

Said Board of Directors will then hear said objections and any evidence for or against the same, and forthwith enter of record its decision thereon.

DES MOINES AREA COMMUNITY COLLEGE

/s/ Jasper Risdal
President

Attest: /s/ Helen Minor
Secretary
NOTICE TO BIDDERS

Proposals for the partial re-roofing of Building 7 for the Des Moines Area Community College will be received at Building 1, Room 30, 2006 Ankeny Blvd., Ankeny, Iowa, until 2:00 p.m. Daylight Savings Time on June 10, 1985.

Said bids will publicly opened and read aloud at 2:00 p.m. All bidding documents may be examined at the office of the Director, Physical Plant, Building 12, Des Moines Area Community College, Ankeny, Iowa.

The Certified Checks or Bid Bonds of the three lowest bidders will be retained until a Contract is entered into or all Bids are rejected, but in no event longer than 30 days after the date of the opening of bids.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced, within the State of Iowa and preference will be given to Iowa domestic labor.

The Board of Directors reserves the right to reject any and all bids received.

DES MOINES AREA COMMUNITY COLLEGE

/s/ Jasper Risdal
President

ATTEST: /s/ Helen Minor
Secretary
"Contractor shall maintain Completed Operations and Products Insurance for a period of two (2) years after final acceptance of contract."

"Coverage shall include endorsement for broad-form property damage and broad-form personal injury."

"Each Contractor agrees to assist in every manner possible in reporting and investigation of any accident, and upon request to cooperate with all interested insurance carriers in handling of any claim by securing and giving evidence and obtaining attendance of witnesses as required for any claim or suit."

"The required insurance shall be written by a company licensed to do business in the state in which the work is located, at the time the policy is issued. In addition, the company shall be acceptable to the Owner."

9. OWNER'S LIABILITY INSURANCE
   A. This insurance will be carried by Owner per Paragraph 11.2 of AIA General Conditions.

10. PROPERTY INSURANCE
   A. Amend Paragraph 11.3 of AIA General Conditions to include the following:

   "In addition to Fire and Extended Coverage insurance on completed value form, the Owner will take out, maintain and pay for standard Vandalism and Malicious Mischief Insurance, also on completed value form. This insurance shall cover the Owner and Contractors as their interests may appear at the time of loss."

   "Vandalism insurance will not cover glass breakage. Should the Contractor desire the coverage, he shall carry it at his own expense."

11. CHANGE ORDERS
   A. Add the following to Paragraph 12.1 of AIA General Conditions:

   "For Prime Contractors, any changes or additions in the work which involve extra cost and for which the additional cost is not determined by mutual agreement on a lump sum amount, shall be handled on the basis of net cost plus 15 percent, this percentage to include overhead and profit. 'Cost' shall include all items of material and labor, including pro rata charge for foreman, use of power tools and equipment (for the time actually used), power, bond premium, liability, compensation, insurance, and automobile insurance. Social Security Insurance, old age, and unemployment insurance may be considered as cost, but these items will not carry the 15 percent for
overhead and profit. When requested, the Contractor shall furnish evidence of net cost by means of invoices and certified time records."

"Among items to be included in overhead (not as cost) are: any insurance other than that mentioned above, superintendent in charge of the job, timekeepers, clerks, watchmen, small tools, incidental job expense, telephones, all telephone calls, and general office expense."

"The Contractor shall furnish to the Owner an itemized breakdown of quantities and prices on any changes which may be ordered. The unit price on changes which call for an addition to the contract cost shall not exceed the unit price for similar work as shown on detailed estimate which is submitted for monthly progress payment."

"Changes in the work involving credits for which a lump sum is not agreed upon, shall be made on the basis of net cost. The 15 percent for profit and overhead shall not be deducted. Unit costs for additions or deductions shall be binding upon both Contractor and owner unless the number of units involved increase or decrease the number of units shown on the original plans and specifications by more than 25 percent."

"Where a Prime Contractor seeks the work of a change order through the quotation of a subcontractor(s) the cost submitted to the Owner will list a total maximum of 25 percent overhead and profit for all contractors. Fifteen percent overhead and profit will be allowed for the contractor actually performing the work. The remaining 10 percent may be utilized for coordination of the work as determined by the Prime Contractor."

12. ARTICLE 14 TERMINATION OF CONTRACT

Add the following item:

14.3 Provisions of law pursuant to the Code of Iowa, Act to Provide for Termination of Contracts for Construction of Public Improvements when construction work or work thereon is stopped because of a National Emergency, shall apply to and become a part of this contract and shall be binding upon all parties hereto, including Subcontractors and Sureties upon any Bond given or filed in connection herewith.
General Information - The information in this Section is not to conflict but complement the General Conditions and Supplementary General Conditions. It is the intent of this Section to briefly outline the procedure for closing out the project.

1. **SEMI-FINAL INSPECTION**
   1.1 Contractor to inform the Owner when he believes the work is completed to the extent that the work may be checked and inspected. If the Owner concurs with this request, he will conduct a semi-final inspection and at the completion, will issue a list of work remaining to be completed or corrected.

2. **APPLICATION FOR PAYMENT - NINETY PERCENT (90%)**
   2.1 With the Application for Payment for ninety percent (90%) payment, the Contractor will attach the following items:
   a. Written warranties (2 copies)
   b. Tax Forms ST-172 (1 copy)
   c. As-built drawings and specifications (1 copy)
   d. Shop drawing file for Owner, if required (1 copy)

3. **FINAL INSPECTION**
   3.1 Owner will conduct a Final Inspection when informed by the Contractor that all work has been completed or corrected. Note: See 7A of the Supplementary General Conditions.

4. **FINAL PAYMENT - ONE HUNDRED PERCENT (100%)**
   4.1 After the Final Inspection has been completed by the Owner, and the work has been accepted, the Contractor may submit his request for the Final Application for Payment.
   4.2 The Contractor will attach to the Final application for Payment lien waivers from all Subcontractors and major material suppliers.
   4.3 After receiving the Final Application for Payment, the Owner will withhold payment for 30 days as per Chapter 573 of the Iowa Code.
1A0 SUMMARY OF WORK

1. GENERAL
   1.1 The General Conditions and Supplementary General Conditions are con­
       sidered a part of each section of the TECHNICAL SPECIFICATIONS and as
       such shall be binding for each section of the work insofar as they
       may be in any way applicable thereto in the judgment of the Archi­
       tect.
   1.2 The single construction contract system will be used for this pro­
       ject.
   1.3 The Contractor shall include furnishing of all plant, labor, equip­
       ment, supplies, materials, services, and incidentals required to
       complete the entire work described in the specifications.
   1.4 Mention herein or indication on the drawings of articles, operations,
       or methods required that the Contractor provide each item mentioned,
       indicated, or necessary as an adjunct to the item of quality or sub­
       ject to qualifications noted, and perform according to conditions
       stated each operation prescribed.

2. CONSTRUCTION LIMITS, CONTRACTOR’S AREA AND DEPOSIT AREA
   2.1 The Construction Limits shall be defined as the roof area. This area
       includes all area related to work.
   2.2 The Contractor's Area shall be determined by the Owner. Within this
       area the Contractor will provide a specific area for construction
       office, storage buildings, materials and storage yards.
   2.3 All demolition materials will be removed from the premises to a
       proper landfill.

3. CONSTRUCTION SCHEDULE
   3.1 Construction work to proceed as soon as the new materials are
       available to start the work. Removal of flashing, gravel and surface
       asphalt will not start without the new work scheduled for immediate
       follow up.
   3.2 All work to be completed no later than August 1, 1985.

4. PRODUCT DELIVERY, STORAGE AND HANDLING

   Deliver materials dry in manufacturer's original containers bearing manu­
   facturer's product names and directions for use.

   Store in accordance with manufacturers' instructions and in a manner to
   avoid damage to existing construction.

   Roofing felts elastomeric sheeting and insulation shall be stored in a
   protected area and shall not be subjected to inclement weather, such as
   rain or snow, or to prolonged exposure to the elements prior to final
   application. Roll goods and/or insulation are to be kept dry at all
   times. Materials stored outdoors shall be covered with a tarpaulin or
   similar opaque waterproof covering. Insulation stored outdoors shall be
   stacked on pallets at least four (4) inches above ground and covered as
   described.
Felts and other roll goods shall not be scraped, torn, bent, or otherwise damaged during unloading, storage or installation. Any rolls which have been bent excessively or where the backer is broken, shall not be acceptable for application.

Arrange delivery of products in accord with construction schedule. Coordinate to avoid conflict with Owner's operations, other work and conditions at the site.

Provide equipment and personnel required to unload and properly store materials by methods which prevent soiling or damage to products or packaging.

5. PROTECTION

Contractor shall take all necessary precautions to prevent water entry into the building and the roofing system during the course of the work.

Contractor shall take all necessary precautions to minimize dirt, dust, and hot bitumen drippage to the interior during the course of the work.

Roof areas crossed during work activities shall be protected by the Contractor and it shall be the Contractor's responsibility to rectify any roofs affected by his activities.

Contractor shall be responsible for the maintenance of all site-exposed surfaces in the condition in which they are found. Marred or damaged surfaces must be returned to the condition of surrounding construction at the contractor's expense.

Landscaping, berms, shrubbery, etc. shall be protected at all times. Damaged lawn and/or landscaping shall be returned to its original condition or replaced at the Contractor's expense.

6. TEMPORARY PROTECTION

The Contractor shall provide protection of materials in place or stored at the site from weather damage, theft or vandalism, and shall be responsible for losses from same.

7. SEQUENCING AND SCHEDULING

Sequence operations to avoid exposure of work on the building to the elements.

Provide protection from the elements.

Provide protection of the existing construction from damage by the work in progress.

Time deliveries and installations of various construction materials to avoid delaying the work.
8. MAINTENANCE OF TRAFFIC

Contractor shall maintain traffic on all streets adjacent to or leading to the site. Where construction operations interfere with the free movement of traffic, provide traffic controls, flagmen or similar devices to efficiently control traffic movement. Conform to requirements of authorities having jurisdiction.

Observe regulations regarding load limits, speed limits, traffic restrictions, parking and maintenance of roadways. Obtain required special permits.

9. RE-USE OF EXISTING MATERIAL

Except as specifically indicated or specified, materials and equipment removed from the existing structure shall not be used in the completed work. For material and equipment specifically indicated or specified to be re-used in the work.

Use special care in removal, handling, and reinstallation to ensure proper function in the complete work.

Arrange for removal, transportation, storage, and handling of all designated materials or equipment. Pay all costs for such work.

10. HAZARDS CONTROL

Contractor shall store volatile waste or hazardous materials in covered metal containers set aside for this purpose and remove such containers from the premises daily unless prior written approval is obtained from the owner.

During progress of the work, Contractor shall prevent accumulations of waste which create hazardous conditions and provide adequate ventilation during the use of volatile or noxious substances, and otherwise maintain the site in accord with requirements of all authorities having jurisdiction.

During progress of the work Contractor shall take special care to keep flammable substances away from open flames or electric heaters.

11. ENVIRONMENTAL-REQUIREMENTS

Contractor shall conduct all cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

During the course of the work do not:

1. Burn or bury waste materials or rubbish on the project site.
2. Dispose of waste in streams or waterways.

1A0-3
3. Illegally dump rubbish or debris.

4. Dispose of volatile waste such as mineral spirits, oil, paint thinner or other solvents in storm or sanitary drains.

12. REQUIREMENTS OF REGULATORY AGENCIES

Underwriters Laboratories, Inc., Class A, B, C.

Factory Mutual Laboratories Class 1.

Department of Housing and Urban Development, Federal Housing Administration (HUD/FHA).

International Conference of Building Officials (ICBO).

13. GUARANTEE

The Contractor shall submit a 15-year contractor's guarantee with his bid. The guarantee shall include material and workmanship. All else being equal, preference will be given to the contractor whose guarantee provides the most protection to the owner, membrane, flashings, and sheet metal, including but not limited to structural movement due to thermal expansion and contraction and deflection, ponding water, and ultra-violet exposure.
ATTACHMENT #5
Regular Meeting
May 21, 1985
Page 28 of 38

BUILT-UP BITUMINOUS ROOFING

PART 1 GENERAL

1.01 WORK INCLUDED

A. Furnished and install insulation, THERM 200 multiply roof membrane, fascia and flashings, deck repairs and roof systems as specified, misc. caulking and damproofing as specified and approved by Tremco.

1.02 SYSTEM DESCRIPTION

A. Remove all existing roof material and insulation to expose existing concrete deck.

B. Do not remove more material than can be made watertight at end of each work day.

C. Substrate shall be clean and prepared for application of insulation course.

D. Insulation course or courses shall be applied.

E. Multiple layers of Polyester built-up roofing membrane bonded with a hot melt adhesive.

F. Fascia and/or base flashing system shall be installed at perimeters.

G. Miscellaneous flashings and accessories shall be installed.

1.03 QUALITY ASSURANCE

A. Application Qualification:

1. The applicator shall be experienced with BUR membrane materials, substrate preparation and method of application.

2. The applicator shall be trained by and acceptable to the systems manufacturer.

3. The applicator must have on file with the manufacturer:
   a. Roofing Contractor Agreement
   b. Statement of current insurance coverage

B. Special Requirements of Regulating Agencies:

1. Approval by Underwriters' Laboratories, Inc.
**c. Random Sampling:**

1. During course of work, the Owner's Representative may secure, from containers at job site, samples of materials being used and submit them to an independent testing laboratory for comparison.

2. When test results prove that a material is not functionally equal to specified materials:
   
   a. The contractor shall pay for testing.
   
   b. The Owner will charge the Contractor a penalty of up to 20% of contract price when all work has been completed before test results become known.
   
   c. The Owner will charge the Contractor a penalty in proportion to amount of work complete before test results become known. Remaining work shall be completed with specified materials.

**1.04 REFERENCES**

A. The hot melt adhesive, polyester plysheet, built-up roof assembly shall be evaluated under the following applicable standards of the American Society for Testing and Materials (ASTM).

1. Polyester Ply Sheets

   ASTM D-2178  
   Tensile Strength

2. Hot Melt Adhesives:

   ASTM D-36  
   Softening Point
   ASTM D-5  
   Penetration
   ASTM D-92  
   Flashpoint
   ASTM D-5 & D-36  
   Penetration Index
   ASTM D-2523  
   Elongation

**1.05 SUBMITTALS**

A. Before replacing areas of deteriorated roof decking, submit descriptive data on proposed replacement units for the Owner's approval.

**1.06 DELIVERY, STORAGE, AND HANDLING**

A. Delivery of Materials:

1. Deliver materials to the job-site in new, dry, unopened and well-marked containers indicating the names of manufacturer and product.

B. Storage of Materials:

1. Polytherm must be stored in dry place or otherwise protected from water or extreme humidities.
2. All roll materials should be stored on end to prevent their becoming deformed or damaged.

3. THERMastic must be stored in a dry place or otherwise protected from moisture and excessive heat to facilitate removal from carton and ease of handling.

4. Stack insulation on pallets at least 4" above the ground and cover with a breathable covering such as canvas.

C. Handling Materials:

1. Handle plies, sheet and insulation to avoid bending, tearing or otherwise damaging them during transportation and installation.

1.07 SITE CONDITIONS

A. Existing Conditions:

1. The building space directly under the roof area covered by this specification may be utilized for concurrent and on-going operations. These operations shall not be interrupted by the applicator unless prior written approval is received from the Owner.

B. Environmental Requirements:

1. No installation work shall be performed during rainy or inclement weather.

C. Protection of Persons and Property:

1. Initiate, maintain, and supervise all safety precautions and programs in connection with the work.

2. Take all reasonable precautions for the safety of, and provide all reasonable protection, prevent damage, injury or loss to:
   a. all employees on the work and other persons who may be affected thereby,
   b. all the work and all materials and equipment to be incorporated therein, and
   c. other property at the site or adjacent thereto.

3. Give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property, and their protection from damage, injury or loss.
4. Promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any sub-contractor, or any one for whose acts any of them may be liable, except damage or loss attributable to the acts or omissions of the Owner of his representative or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of the Contractor.

5. Provide protection so as to minimize interference with and interruption to the Owner's employees and production process.

6. Advise the Owner whenever roofing work is expected to be hazardous to the Owner's employees and production process.

7. Maintain a crewman as a floor area guard whenever roof decking is being repaired or replaced.

8. Maintain fire extinguishers within easy access whenever power tools, roofing kettles and torches are being used.

1.08 SEQUENCING/SCHEDULING

A. Install all base flashing and/or fascia system fasteners, and metal work, at least throughout the anticipated working area, each day prior to any membrane application.

B. Complete all specified carpentry and wood component installations at least throughout the anticipated working area each day prior to any roof membrane application.

1.09 ALTERNATES/ALTERNATIVES

A. Whenever a particular make of material or trade name is specified herein, it shall be regarded as being indicative of standard required. A bidder who proposes to quote on the basis of a substitute material or system shall submit to the Owner, at least five (5) days prior to scheduled bid date, the following information.

1. Written application for approval of substitute, along with explanation of why the substitute should be considered.

2. Certificate from an accredited testing laboratory comparing physical and performance attributes of substitutes with those of specified materials.

3. Smallest standard package of any adhesive, coating, mastic or sealant.

4. List of at least three (3) jobs where substitutes were used under similar conditions. These jobs shall be located within fifty (50) miles of the Owner's office; each job shall be available for inspection by the Owner's Representative.
5. Consideration will be given to only these substitutes that are approved prior to scheduled bid opening date.

1.10 WARRANTY

A. Work as specified and completed under the specification shall be covered under the Tremco Roof System Fifteen (15) Year Warranty Program.

PART 2 - PRODUCTS

2.01 MATERIAL

A. Polyester sheets shall be Poly-THERM from Tremco.

B. Hot melt interply and surfacing mastic shall be THERMastic from Tremco.

<table>
<thead>
<tr>
<th>Material Property</th>
<th>Testing Standard</th>
<th>Performance Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Softening Point</td>
<td>ASTM D-36</td>
<td>185°F - 195°F</td>
</tr>
<tr>
<td>Penetration @ 77°F</td>
<td>ASTM D-5</td>
<td>32 - 45</td>
</tr>
<tr>
<td>Flash Point</td>
<td>Cleve. Open Cup</td>
<td>575°F</td>
</tr>
<tr>
<td>Penetration Index</td>
<td>ASTM D-36, D-5</td>
<td>4</td>
</tr>
<tr>
<td>Elongation</td>
<td>ASTM D-2523</td>
<td>500% @ 77°F</td>
</tr>
</tbody>
</table>

C. THERM 200 SYSTEM:

<table>
<thead>
<tr>
<th>System Property</th>
<th>Testing Standard</th>
<th>Performance Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tensile Strength</td>
<td>ASTM D-2523</td>
<td>200 lb/in @ 0°F</td>
</tr>
<tr>
<td>Thermal Shock Factor</td>
<td>NBS/NRCA</td>
<td>100°F</td>
</tr>
<tr>
<td>Puncture Resistance</td>
<td>FTMS 101-2031</td>
<td>200 lbs. through one inch to puncture</td>
</tr>
</tbody>
</table>

D. Other

1. Reinforcing membrane shall be Burmesh from Tremco.

2. Roofing mastic shall be ELS supplied by Tremco.

3. Elastomeric mastic shall be Polyroof as supplied by Tremco.


5. Insulation shall be as specified.
6. Lead sheets shall be 2-1/2 - 4 pounds square feet.

7. Mechanical fasteners accessories:
   a. Nails from any of following:
      - Hillwood Manufacturing, Cleveland, OH
      - Independent Nail, Bridgewater, MA
      - W.H. Mays, Peru, IL
      - National Nail, Grand Rapids, MI
   b. Common nails with annular or spiral shanks, and long enough to penetrate substrate timbers by at least 1 1/4 inches.
   c. Roofing nails, galvanized, 3/8" or larger heads.

8. White ceramic granules W-95 from Minnesota Mining and Manufacturing (3M).

PART 3 - EXECUTION

3.01 PREPARATION

A. Field Measurements:
   1. The applicator shall have the sole responsibility for the accuracy of all measurements, and for the estimate of material quantities required and necessary to satisfy the requirements of these specifications.

3.02 ROOF SYSTEM REMOVAL

A. Work from drains or lowest levels toward higher levels. Remove all built-up roof membrane and insulation to expose decking, wooden nailers, and curbs. Remove dust and debris from roof area and premises.

B. Remove only as much roofing as can be restored to a watertight condition each day or before showers commence. Plan work and take whatever action is necessary to prevent water entering building during roof replacement.

C. Remove dust and debris from adjacent areas and from premises.

3.03 ROOF DECK REPAIRS

A. Cast-In-Place Concrete:
   1. Chip away and remove all loose concrete until a sound base has been reached.
   2. Wherever rebars are exposed and rusting, remove all loose rust by power wire brushing.
3. When time and good drying condition permit, allow the concrete surfaces to become visibly dry. Otherwise use a propane torch to carefully force dry the surface.

4. Restore the deck to surfaces having suitably smooth contours by filling depressions with a quick-setting grout such as Unibond 275, Set 45, or other approved equal.

5. Prime all areas of exposed decking with Tremprime Q.D.

6. Unit prices for these items shall be quoted separately.

3.04 CARPENTRY

A. As directed by the Owner's Representative, replace areas of obviously rotted and otherwise deteriorated wooden nailers and cant strips.

B. As directed by the Owner's Representative, augment securement of existing base nailers to underlying structural members. Within 20 feet of outside corners, install twice as many fasteners per linear foot as installed along remaining roof edges.

C. Install wooden nailers and cant strips as required by scope of work.

D. Fasten new nailers to existing nailers with common nails, having annular or spiral shanks.
   1. Nails shall be long enough to penetrate existing nailers by at least 1-1/4 inches.
   2. Place nails in two rows staggered, with nails spaced in each row at 24 inches on center along each row.
   3. Within 20 feet of outside corners, space nails in each row at 12 inches on center along each row.

E. Comply with other applicable recommendations of Factory Mutual Loss Prevention Data I-49.

3.05 ROOF INSULATION - INSTALLATION

A. Base Layer:
   1. Insulation shall be two (2) inches of Polyurethane.
   2. Work from highest level towards roof drains of low areas.
   3. Install and secure a base layer of the specified insulation to the existing substrate.
   4. Where roof decking changes place, chamfer panel edges to provide close fitting joints and evenly contoured top surfaces.
INFORMATION TO BIDDERS

1. PREPARATION OF BID
   Each bid must be:
   a. Submitted on the prescribed form with all blank spaces for bid prices filled in, in ink or typewritten, in both words and figures.
   b. Submitted in sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified on the Bid Form.
   c. Each bid shall be submitted in a sealed envelope and addressed to the Board of Directors.

2. SUBCONTRACTORS
   The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract:
   a. Must be acceptable to the Owner.
   b. Must comply with the requirements of the Bidding Requirements, General Conditions, and the applicable Technical Specifications.
   c. The Prime Contractors will be required to identify certain subcontractors in the Bid Proposal Form.

3. TELEGRAPHIC MODIFICATION
   Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

4. QUALIFICATIONS OF BIDDER
   The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid on the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
5. BID SECURITY
Each Bid Proposal must be accompanied by a Certified Check or Bid Bond of the bidder for five thousand dollars ($5,000.00). Certified checks and Bid Bonds will be returned to all except the three lowest bidders within three (3) days after the opening of bids, and the remaining cash or checks will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 30 days after the date of the opening of bids, upon demand by the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT
The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES
All contracts shall be scheduled for completion as per Section 1A0 of the specification. No liquidated damages will be assessed, but the Contractor and each subcontractor shall be required to cooperate fully in meeting this date.

8. SECURITY FOR FAITHFUL PERFORMANCE
Simultaneously with his delivery of the executed contract, the Contractor shall furnish a Surety Bond or Bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in Article 7.5 of the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

9. POWER OF ATTORNEY
Attorney-in-fact who sign Contract Bonds must file with each Bond a certified and effectively dated copy of their Power of Attorney. Attorneys-in-fact must be Iowa residents for surety companies authorized to do business in Iowa.

10. LAWS AND REGULATIONS
The bidder's attention is directed to the fact that all applicable State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though hereinwritten out in full.

11. METHOD OF AWARD
If the base bid is within the amount of funds available to finance the construction contract, the contract award will be made to that responsible bidder submitting the low base bid.
12. OBLIGATION OF THE BIDDERS
At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his Bid.

It is the intent of the Owner that the documents are a complete instrument. The Prime Contractors are responsible for their related work shown on all drawings, details and specifications. It is the responsibility of all bidders to review the complete documents for the scope of their work. Partial sets of documents will not be issued for the purposes of bidding.

13. SUBSTITUTIONS - ALL PRIME CONTRACTORS
   a. Each bidder represents that his bid is based upon the materials and equipment described in the bidding documents.
   b. No substitution will be considered unless written request has been submitted to the Owner for approval at least 7 days prior to the date for receipt of bids. Each such request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawing, cuts, performance and test data and any other data or information necessary for a complete evaluation.
   c. If the owner approves any proposed substitution, such approval will be set forth in an addendum.

14. OWNER'S NAME
Wherever the Owner's name appears in the Contract Documents as Des Moines Area Community College, it shall be deemed to refer to and mean "Area Community College (Education) XI" in the counties of Adair, Audubon, Boone, Carroll, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story, and Warren, State of Iowa.

15. Wherever the name Owner or Architect appears in the Contract Documents, it shall be deemed to refer to and mean the Director, Physical Plant Maintenance of the Des Moines Area Community College.
BID PROPOSAL FOR PARTIAL RE-ROOF BUILDING 7

DES MOINES AREA COMMUNITY COLLEGE

Place: Des Moines Area Community College
2006 Ankeny Boulevard, Ankeny, Iowa

Bid: 2:00 P.M., Daylight Savings Time,
June 10, 1985

PROPOSAL of __________________________ (hereinafter called "Bidder") (a corporation/a partnership/an individual doing business as __________________________) (strike out inapplicable terms)

To: The Board of Directors (hereinafter called "Owner")
Des Moines Area Community College
2006 Ankeny Boulevard
Ankeny, Iowa 50021

Gentlemen:

The Bidder, in compliance with your invitation for bids for the partial re-roofing of Building 7 Des Moines Area Community College facilities have examined the plans and specifications with related documents and the existing building conditions of the proposed work, and being familiar with the availability of materials and labor, hereby proposes to furnish all labor, material, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within the time required for total completion of all contract as per Section 1A0 of the specifications.

BASE BID PROPOSAL: Bidder agrees to perform all of the complete construction contract work for Building 7 described in the specifications and shown on the plans for the sum of __________________________ dollars ($__________). Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

IN GENERAL:
The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.
Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

The Bidder understands that the award of contract will be made to that responsible Bidder who has the low bid based on the Base Bid and those Alternate Bids which the Owner may select.

SUBCONTRACTORS
The Sheet Metal Subcontractor is: (Firm Name) ____________________________________

MANUFACTURER
Bidders proposal is based on using the following manufacturers roofing material as specified, or has received approval as an alternate.

Bldg. #7 ______________________________________________________________________________

BID SECURITY
Bid Security of Five Thousand Dollars ($5,000) in the form of a Certified Check or Bid Bond is enclosed. The Bidder acknowledges the bid security becomes the property of the Owner in the event the Contract and Bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

ADDENDUM RECEIPTS
The receipt of the following Addenda to the drawings and specifications is hereby acknowledged.

Addendum No. ______ Dated ______________
Addendum No. ______ Dated ______________
Addendum No. ______ Dated ______________

Respectfully submitted,

(SEAL – if Bid is by Corporation)

FIRM NAME ________________________________

BY ________________________________

TITLE ________________________________

DATE ________________________________

OFFICIAL ADDRESS:

______________________________________________________________

_____________________________ ________________________________
City and State Telephone
### ATTACHMENT #5

**Regular Meeting**  
May 21, 1985  
Page 12 of 38

<table>
<thead>
<tr>
<th>1. <strong>CONTRACT DOCUMENTS</strong></th>
<th>11. <strong>PROJECT MANAGEMENT</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>CONTRACT DOCUMENTS</strong></td>
<td>11. <strong>PROJECT INFORMATION</strong></td>
</tr>
<tr>
<td>2. <strong>EXECUTIVE</strong></td>
<td>12. <strong>DIAGRAMS</strong></td>
</tr>
<tr>
<td>3. <strong>CONTRACTOR'S RESPONSIBILITIES</strong></td>
<td>13. <strong>SUBCONTRACTORS</strong></td>
</tr>
<tr>
<td>4. <strong>GENERAL INFORMATION</strong></td>
<td>14. <strong>CONTRACTOR'S LIABILITY</strong></td>
</tr>
<tr>
<td>5. <strong>CONTRACTOR'S EMPLOYEES</strong></td>
<td>15. <strong>CONTRACTOR'S WORKERS</strong></td>
</tr>
<tr>
<td>6. <strong>PERMITS AND REGULATIONS</strong></td>
<td>16. <strong>CONTRACTOR'S WORKERS' RIGHTS</strong></td>
</tr>
<tr>
<td>7. <strong>GARANTY</strong></td>
<td>17. <strong>CONTRACTOR'S WORKERS' RIGHTS</strong></td>
</tr>
<tr>
<td>8. <strong>ENGINEER INFORMATION</strong></td>
<td>18. <strong>CONTRACTOR'S WORKERS' RIGHTS</strong></td>
</tr>
<tr>
<td>9. <strong>SHOP DRAWINGS</strong></td>
<td>19. <strong>CONTRACTOR'S WORKERS' RIGHTS</strong></td>
</tr>
<tr>
<td>10. <strong>ENGINEER'S RESPONSIBILITY</strong></td>
<td>20. <strong>CONTRACTOR'S WORKERS' RIGHTS</strong></td>
</tr>
<tr>
<td>11. <strong>ENGINEER'S RESPONSIBILITY</strong></td>
<td>21. <strong>CONTRACTOR'S WORKERS' RIGHTS</strong></td>
</tr>
<tr>
<td>12. <strong>ENGINEER'S RESPONSIBILITY</strong></td>
<td>22. <strong>CONTRACTOR'S WORKERS' RIGHTS</strong></td>
</tr>
<tr>
<td>13. <strong>ENGINEER'S RESPONSIBILITY</strong></td>
<td>23. <strong>CONTRACTOR'S WORKERS' RIGHTS</strong></td>
</tr>
<tr>
<td>14. <strong>ENGINEER'S RESPONSIBILITY</strong></td>
<td>24. <strong>CONTRACTOR'S WORKERS' RIGHTS</strong></td>
</tr>
<tr>
<td>15. <strong>ENGINEER'S RESPONSIBILITY</strong></td>
<td>25. <strong>CONTRACTOR'S WORKERS' RIGHTS</strong></td>
</tr>
<tr>
<td>16. <strong>ENGINEER'S RESPONSIBILITY</strong></td>
<td>26. <strong>CONTRACTOR'S WORKERS' RIGHTS</strong></td>
</tr>
<tr>
<td>17. <strong>ENGINEER'S RESPONSIBILITY</strong></td>
<td>27. <strong>CONTRACTOR'S WORKERS' RIGHTS</strong></td>
</tr>
<tr>
<td>18. <strong>ENGINEER'S RESPONSIBILITY</strong></td>
<td>28. <strong>CONTRACTOR'S WORKERS' RIGHTS</strong></td>
</tr>
<tr>
<td>19. <strong>ENGINEER'S RESPONSIBILITY</strong></td>
<td>29. <strong>CONTRACTOR'S WORKERS' RIGHTS</strong></td>
</tr>
<tr>
<td>20. <strong>ENGINEER'S RESPONSIBILITY</strong></td>
<td>30. <strong>CONTRACTOR'S WORKERS' RIGHTS</strong></td>
</tr>
<tr>
<td>21. <strong>ENGINEER'S RESPONSIBILITY</strong></td>
<td>31. <strong>CONTRACTOR'S WORKERS' RIGHTS</strong></td>
</tr>
<tr>
<td>22. <strong>ENGINEER'S RESPONSIBILITY</strong></td>
<td>32. <strong>CONTRACTOR'S WORKERS' RIGHTS</strong></td>
</tr>
<tr>
<td>23. <strong>ENGINEER'S RESPONSIBILITY</strong></td>
<td>33. <strong>CONTRACTOR'S WORKERS' RIGHTS</strong></td>
</tr>
<tr>
<td>24. <strong>ENGINEER'S RESPONSIBILITY</strong></td>
<td>34. <strong>CONTRACTOR'S WORKERS' RIGHTS</strong></td>
</tr>
<tr>
<td>25. <strong>ENGINEER'S RESPONSIBILITY</strong></td>
<td>35. <strong>CONTRACTOR'S WORKERS' RIGHTS</strong></td>
</tr>
<tr>
<td>26. <strong>ENGINEER'S RESPONSIBILITY</strong></td>
<td>36. <strong>CONTRACTOR'S WORKERS' RIGHTS</strong></td>
</tr>
<tr>
<td>27. <strong>ENGINEER'S RESPONSIBILITY</strong></td>
<td>37. <strong>CONTRACTOR'S WORKERS' RIGHTS</strong></td>
</tr>
<tr>
<td>28. <strong>ENGINEER'S RESPONSIBILITY</strong></td>
<td>38. <strong>CONTRACTOR'S WORKERS' RIGHTS</strong></td>
</tr>
</tbody>
</table>
4. OWNERSHIP

4.1 Contractor shall provide Engineer with drawings, data and information regarding materials or equipment specified, or as may be called for by Engineer, for his approval, within a reasonable time after receipt of contract. Engineer shall return to Contractor any copy with his approval or objections within a reasonable time after receipt.

4.2 Fabrication and shipment of materials or equipment prior to Engineer’s approval of drawings, data and information mentioned above shall be at Contractor’s risk.

10. THE ENGINEER

10.1 Engineer shall make general observations of work as agent of Owner. Engineer shall have authority to direct construction necessary to proper execution of contract as directed.

11. PLANS AND SPECIFICATIONS

11.1 Engineer shall provide Contractor with five sets of plans and specifications after execution of contract. If additional plans and specifications are required, Contractor shall compensate Engineer for costs of preparation.

11.2 Engineer shall provide Contractor with additional and supplemental plans as may be required to show details of construction after approval of manufacturers’ drawings and data on materials and equipment.

11.3 Engineer will provide Contractor with all revised plans and specifications as may be required to show any authorized changes of extra work.

12. INTERPRETATION OF PLANS AND SPECIFICATIONS

12.1 Plans and specifications shall be interpreted by Engineer. His decision shall be final and binding on all parties concerned.

12.2 Contractor will not be allowed to take advantage of errors or omissions in plans and specifications. Engineer will provide full instructions when errors or omissions are discovered.

13. LAW AND ORDER

13.1 Contractor shall maintain line and grade from bench marks, base lines and other reference points established by Engineer and shall provide competent men and tools, stakes and other materials as required to establish temporary or permanent reference marks in connection with the work. Contractor shall perform such detailed measurements and transfer elevations as required to properly lay out and construct work.

13.2 Contractor shall carefully preserve all stakes and reference points unless destruction and shall promptly notify Engineer of any stakes which have been destroyed. In case of willful or careless destruction, Contractor will be charged the expense and damage from such destruction.

14. DECISIONS BY ENGINEER

14.1 Engineer shall make decisions in writing, on claims between Contractor and Owner within a reasonable time after presentation. Such decisions shall be regarded as final except that recourse to arbitration may be had as hereinafter provided.

15. WORKMEN AND MATERIALS

15.1 All work done and all materials and equipment furnished by Contractor shall conform to plans and specifications. Competent labor and materials shall be used on all work. Experienced manufacturer’s representatives shall be used to supervise installation of equipment.

15.2 In absence of detailed specifications in other sections, all materials shall conform to standards of American Society for Testing Materials.

15.3 Wherever items of materials or equipment are specified by a manufacturer’s name and type, or approved equal, it is the intent that materials or equipment of other manufacturers, equal in quality and performance, may be substituted. Such substitutions may be made only with written approval of Engineer.

15.4 Wherever items of materials or equipment are specified by a manufacturer’s name and type, or approved equal, and additional features of items are specifically required by specifications, additional features specified shall be provided whether or not they are normally included in standard manufacturer’s items listed.

15.5 Wherever items of materials or equipment are specified by a manufacturer’s name and type, or approved equal, and specified items are of become obsolete and no longer available, Contractor shall provide approved equal items which are currently available to no charge to Contractor.

15.6 Where proposed "approved equal" items or substitutions, Contractor shall furnish general arrangement drawings, full descriptive data, manufacturer’s specifications and such performance data as required to satisfy Engineer that materials or equipment proposed are equal to that specified. Warrant of proof of equality shall be responsibility of Contractor.

15.7 Contractor shall abide by Engineer’s decisions when proposed substitutes of materials or equipment are deemed to be unacceptable and in such case Contractor shall furnish items of equipment of material specified.

15.8 Engineer reserves right to consider such factors as overall project arrangement, overall project cost, and similar factors in determining whether proposed substitutions will be acceptable.

16. INSPECTION

16.1 All materials used and all work done by Contractor shall be subject at all times to observation, tests and approval by Engineer. Contractor shall furnish samples of materials for observation and tests as requested by Engineer. Contractor shall furnish any information required concerning source or source of any proposed materials or equipment.

16.2 Construction, fabrication and manufacture of equipment or materials specified herein may be observed by Engineer at place or factory.

16.3 Materials, equipment or work which do not satisfy Engineer’s specifications may be condemned by Engineer by written notice to Contractor. Condemned materials, equipment or work shall be promptly removed and replaced.

16.4 Ineffective materials, equipment or work may be rejected by Engineer at any time prior to final acceptance by Owner even though said defective items may have been previously approved.

ATTACHMENT #5
Regular Meeting
May 21, 1985
Page 13 of 38
17. ATTACHMENT #5
Regular Meeting
May 21, 1985
Page 14 of 38

General Conditions

17.1 Assistant engineers and/or engineering technicians may be appointed by Engineer or Owner to review that work is performed in accordance with plans and specifications.

17.2 Resident engineers and/or engineering technicians shall have authority to inspect work which is not being properly performed and report their findings to Contractor, to standardize and reject defective work and materials.

17.3 Resident engineers and/or engineering technicians shall have authority to permit deviations from plans and specifications and Contractor shall be liable for any deviations made without written order from Engineer.

18. Tests

18.1 Tests shall be performed by Contractor upon materials and equipment specified, to determine if the materials and equipment meet requirements of specifications, conditions of operation and guarantees of Contractor.

18.2 Equipment shall be subject to factory tests specified herein. Certified evidence of tests shall be furnished when requested by Engineer.

18.3 Tests shall be in accordance with standards of American Society of Mechanical Engineers, Institute of Electrical and Electronic Engineers, American Society for Testing Materials, and other recognized standards.

19. Time

19.1 Contractor shall commence work within fifteen (15) days after award of contract, unless otherwise provided for in specifications, and shall complete work within time specified in contract.

20. Delays

20.1 Delays caused by injunction or legal action, issuance by elements, or other causes beyond control of Contractor (as which Owner shall be sole judge) shall entitle Contractor to a reasonable extension of time within which to complete work.

20.2 Application for extension of time shall be made to Owner by Contractor and shall state reasons for request for extension of time.

20.3 No extension of time shall be valid unless made in writing by Owner.

21. Changes

21.1 Engineer shall have the right to make changes in location and quantities of work as may be deemed advisable with consent of Owner and without notice to Contractor.

21.2 No changes shall be made under this paragraph which will increase or decrease total contract amount more than twenty percent (20%) of original contract price and no changes shall be made in plan of improvements that would necessitate additional or different construction processes and equipment.

21.3 Amount of Contractor shall be adjusted for changes in following manner:

21.3.1 Where unit prices have been bid, these unit prices shall be used to compute adjustments in compensation.

21.3.2 Where no such unit prices have been bid, Engineer shall determine a reasonable adjustment in Contractor's compensation.

21.3.3 No changes shall be authorized unless they are shown on revised plans or in written instructions of Engineer.

21.4 A authorized changes which require additional time to complete shall enable Contractor to proportionate expenses of time of completion which shall be determined by Contractor.

22. Extra Work

22.1 All materials not specified under this contract shall be done at an agreed price satisfactory to Contractor and Owner, or at normal cost plus fifteen percent (15%). Actual cost shall include expenses for equipment, materials, labor and shall include an overhead item of profit, where extra work is done by a subcontractor, with approval of Owner, there may be included in actual and necessary expense, ten percent (10%) for subcontractor's profit.

22.2 The term "extra work" as used herein shall not be construed to apply to changes described in IL. CHANGES.

22.3 No compensation shall be allowed Contractor for extra work unless such work has been authorized in writing by Engineer and approved by Owner.

22.4 Contractor shall submit a statement of costs to Engineer for approval within ten days after such statement is approved. After such a statement is approved, Engineer shall certify to correctness to Owner.

23. Payments

23.1 Payments shall be made in set forth in "INSTRUCTIONS TO BIDDERS".

24. Ownership of Materials

24.1 All materials and work covered by partial payments shall become sole property of Owner, but this provision shall not be construed as relieving Contractor from responsibility for all materials and work for which payments have been made, for preservation of damaged work, or for waiver of rights of Owner to require fulfillment of all terms of contract.

25. Other Contracts

25.1 Owner reserves right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for information and access of their materials and execution of their work, and shall properly connect and coordinate his work with theirs.

25.2 When proper execution of Contractor's work depends upon work of another contractor, he shall suspend other work and report any defects to Engineer. Contractor's failure to report shall constitute an acceptance of other contractor's work except for defects which may develop in each after completion.

25.3 To insure proper execution of his subcontract work Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and drawings.
ATTACHMENT #5  
Regular Meeting  
May 21, 1985  
Page 15 of 38  
General Conditions

16. If Contractor neglects to prosecute work properly or fails to perform any provision of this contract, Owner, after three (1) days' written notice to Contractor, may, without prejudice to any other right or remedy, and after giving Contractor seven (7) days' notice may terminate employment of Contractor for any of the following reasons:

17.1.1 Contractor makes a general assignment of his property, or assigns a bankruptcy.

17.1.2 Contractor is declared insolvent or becomes bankrupt.

17.1.3 Contractor makes payments or submits payments, except when extension of time is completed, to provide enough skilled workers or proper materials.

17.1.4 Contractor fails to make prompt payments to subcontractors for material or labor.

17.1.5 Contractor consistently disregards laws and ordinances or instructions of Engineer.

17.1.6 Contractor violates a provision of contract.

17.2 If Owner terminates employment of Contractor, he shall take possession of premises and all materials, tools and appliances therein. As shall finish work by whatever method he may deem expedient. In such case Contractor shall not be entitled to receive additional payment until work is finished as specified under 12. PAYMENTS.

20.2 If any partial payment is not paid when due, Owner shall have the option. to apologize for Contractor a reasonable time to complete work to a substantial degree.

21.2 If any partial payment is not paid when due, Owner shall have the option to apologize for Contractor a reasonable time to complete work to a substantial degree.

27.1.2 Contractor fails to make payments promptly to subcontractors for material or labor.

29.1.3 Owner may proceed to another contractor.

29.1.4 Owner may suspend work because Contractor has not provided a satisfactory proposal for a reasonable period.

29.1.5 Owner may proceed to another contractor.

30. ACCEPTANCE AND FINAL PAYMENT

30.1 When work has been substantially and satisfactorily completed, Engineer will certify Contractor's final estimate stating that work has been completed in accordance with terms and conditions thereof with qualifications. If any, as stated, balance found to be due Contractor according to terms of payment shall be paid by Owner as provided in contract, provided, however, that any state laws which designate manner of final payment shall be followed in lieu of manner of final payment outlined above. Prior to receipt of final payment, Contractor shall file with Owner a receipt in full from each manufacturer, subcontractor, and dealer for all equipment and materials used on the work and a complete release of all liens, including the liens, which may have arisen from this contract. As lienholder, Owner, at his option, may accept from Contractor a statement showing balance due to all creditors.

30.2 Usual and acceptance of final payment shall constitute a waiver of all claims by Owner, except those arising from unsettled items. From delay or materials appearing after final payment or as requirements of the specifications, and of all claims by Contractor, except those previously made and still unsettled.

30.2 If work has been partially but substantially completed to extent that all adjustments in the contract sum may be made as specified under "GENERAL" and 12. CONTRACTOR, Owner may, if delay of completion data is anticipated or if otherwise deemed in the interest of work, file a final notice. Engineer shall provide the retaining cost of unfinished work. In addition to other requirements which may be specified under 12. PAYMENTS. Such payments shall be made under terms and conditions governing final payment except that it shall not constitute a waiver of claims.

11. SUSPENSION OF WORK

11.1 Owner may suspend the work, or any part thereof, at any time, by giving ten (10) days' written notice to Contractor. The work shall be resumed by Contractor within ten (10) days after date fixed in written notice from Owner to Contractor to do so.

11.2 If work, or any part thereof, shall be suspended and if Owner does not give written notice to Contractor to resume work within ten (10) days of date of suspension, Contractor may abandon suspended portion of work. Contractor will be entitled to estimates and payments for all work done on the portions so abandoned. In any
11. ARBITRATION

11.1 All questions subject to arbitration under this contract shall be submitted to arbitration in case of dispute.

11.2 Contractor shall not cause a delay of work during arbitration proceedings, except by agreement with Owner.

11.3 In case of an appeal from Engineer's decision, demand for arbitration shall be filed in writing with Engineer within ten (10) days of receipt. In any other case, demand for arbitration shall be filed within a reasonable time after cause thereof and in no case later than time of final payment, except as otherwise expressly stipulated in the contract. If Engineer fails to make a decision within a reasonable time, in appeal to arbitration may be filed as if his decision had been rendered against the party appealing.

11.4 No one shall act as an arbitrator who is in any way financially interested in this contract or in business affairs of either the Owner, Contractor or Engineer.

11.5 Unless otherwise provided by controlling statutes parties may agree upon any arbitrator; otherwise there shall be three, one named by each party to this contract and third chosen by the arbitrators so selected. If the arbitrators fail to select a third within fifteen (15) days then third shall be chosen by any District Judge, to whom application in writing is made, of Judicial District in which work is to be performed. Should party demanding arbitration fail to name an arbitrator within ten (10) days of his demand his right to arbitration shall lapse. Should other party fail to choose an arbitrator within said ten (10) days the party seeking arbitration shall make application in writing to any District Judge of the Judicial District in which work is to be performed for appointment of a second arbitrator. If two arbitrators are chosen shall fail to select a third within fifteen (15) days upon application of either of them to any District Judge of the Judicial District in which work is to be performed said third arbitrator shall be designated by said Judge.

11.6 Should either party refuse or neglect to supply arbitrators with any papers or information demanded in writing, the arbitrators are empowered by both parties to proceed as parties.

11.7 If there be one arbitrator, his decision shall be binding; if three, the decision of any two shall be binding. Such decision shall be a condition precedent to any right of legal action, and whenever permitted by law it may be filed in Court to carry it into effect.

11.8 Arbitrators shall be authorized to award to party whose contention is sustained such sums as they shall deem proper for time, expense and trouble incident to appeal and, if appeal was taken without reasonable cause, damages for delay. Arbitrators shall fix their own compensation, unless otherwise provided by agreement, and shall keep books and charges of arbitration upon either or both parties.

11.9 Award of arbitrators shall be in writing and it shall not be open to objection on account of form of proceeding or award, unless otherwise provided by controlling statutes.

11.10 In event specified procedure on any matter covered by this article conflicts with provisions of statute, method of procedure prescribed and legal effect of the award shall be wholly in accordance with said statute. It is intended hereby to lay down a principle of action to be followed, leaving its local application to be adapted to local requirement of jurisdiction having authority over arbitration. For the purposes of this paragraph jurisdiction having authority over the arbitration shall be county and state in which the work to be performed under this contract is to be done.

12. VARIOUS PROVISIONS

12.1 Contractor shall keep premises free from accumulations of waste material or rubbish caused by his employees or work. After completion of work he shall remove all his rubbish and all his tools, scaffolding and surplus materials from premises. He shall leave his work "broom clean" or its equivalent, unless more exactly specified. In case of dispute the Owner may remove rubbish and charge cost to Contractor as Engineer shall determine to be just.
BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, ______________________________

____________________________ of ______________________________

as Principal, and ______________________________

____________________________ of ______________________________

as Surety, as held and firmly bound unto the Des Moines Area Community College, hereinafter defined as Obligee, in the penal sum of ten percent (10%) of the total amount of the bid ($ _________________), for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Des Moines Area Community College a certain bid, and hereby made a part hereof to enter into a contract in writing, for:

____________________________

NOW THEREFORE, if the said bid by said Principal be accepted, and the Principal shall enter into a contract with the Obligee in accordance with the term of such bid, and give such bond as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void or in the event of the failure of the Principal to enter such contract and give such bond, the Principal shall pay to the Obligee the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this _______________ day of ______________, 19 __________.

Countersigned by: ______________________________

Principal

Resident Commission Agent as
Prescribed by Chapter 515.53,
Iowa Code

(Required only if Attorney-in-Fact is not also an Iowa Resident Commission Agent).

By ______________________________

Contractor's Signature

By ______________________________

Surety

By ______________________________

Attorney-in-Fact

BB-1
SUPPLEMENTARY GENERAL CONDITIONS

1. GENERAL STATEMENT
   A. All paragraphs and subparagraphs of these Supplementary Conditions apply to and govern all sections of work, except when expressly stated otherwise herein or in other contract documents.
   B. Whether or not bound into specifications, AIA Document A201, General Conditions of the Contract for Construction, Thirteenth Edition, August 1976, published by the American Institute of Architects, is hereby made a part of these Supplementary Conditions and is herein-after referred to as "AIA General Conditions". Each article of aforesaid AIA General Conditions remains in effect unless expressly amended or deleted by requirements as set forth herein and/or by other contract documents.

2. SURVEYS, PERMITS, LAWS, TAXES AND REGULATIONS
   A. Amend similar subparagraphs under Paragraphs 3.2, 4.6, and 4.7 of AIA General Conditions to conform to following requirements:

   "Contractor shall obtain and pay for all required building permits, street use permits, and like permits applying to the overall project."

   "When codes, laws, and/or ordinances governing execution of certain sections of work require permits, certificates, licenses, inspections, etc., in addition to project building permit, the Contractor is responsible for such permits, certificates, licenses, inspections, etc."

   "Contractor's proposal shall include a sufficient sum to ensure payment of all sales and/or use taxes that may be applicable and levied against work of this contract."

   "When governing laws stipulate that Owner is entitled to a tax refund on sales and/or use tax, Contractor shall keep accurate accounts of all taxes paid during progress of work. Iowa Sales and Use Taxes shall be paid by the Contractor, in accordance with the Iowa Law and Department of Revenue Rules and Regulations. Nonresident Contractors shall satisfy Iowa Sales Tax Commission that applicable laws have been fulfilled. Sales Tax shall be included in the contract price for all items purchased in accordance with current Sales Tax Laws and regulations. Each Contractor and Subcontractor shall, as work progresses, prepare detailed itemized records showing name of supplier from whom materials are purchased, amount of Sales and/or Use Tax paid. Each Contractor shall submit completed Form ST-172 showing recovering Sales and Use Tax and shall do so in one request, before final acceptance of his work by Owner. Reports shall be made in triplicate."
3. CONTRACTOR
   A. Refer to subparagraph 4.1.1 of AIA General Conditions and add the following sentence:

   "Contractor is the prime Contractor who is the Roofing Contractor."

4. SUBCONTRACTS
   A. Refer to Subparagraph 5.2.3 of AIA General Conditions and add the following paragraph:

   "Owner's approval or disapproval of any person or entity will not relieve the Contractor of his responsibility for performance of work as called for under contract documents, nor will approval of a particular person or entity be construed as approval of any particular process or material."

5. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND
   A. Refer to Subparagraph 7.5.1 of AIA General Conditions and add the following paragraph:

   "Bond amounts as follows:
   1. Performance Bond: One Hundred Percent (100%).
   2. Labor and Material Payment Bond: One Hundred Percent (100%)."

6. DELAYS AND EXTENSION OF TIME
   A. Refer to Paragraph 8.3 of AIA General Conditions and add the following:

   "Owner shall have the right to occupy, without prejudice to rights of either party, and completed or largely completed portions of structure or work, notwithstanding the fact that time for completing entire work, or such portions thereof, may not have expired. Such occupancy and use shall not be an acceptance of work taken or used."

7. APPLICATIONS FOR PAYMENT
   A. Modify Subparagraph 9.3.2 of AIA General Conditions as follows:

   "Location of stored materials and equipment, not stored on the site, must be in a bonded warehouse. Certification of fire, vandalism, malicious mischief, extended coverage and theft coverage is required prior to payment. The Owner is not responsible for such insurance."

8. CONTRACTOR'S LIABILITY INSURANCE
   A. Project insurance requirements set forth below shall govern where they are at variance with portions of Paragraph 11.1 of AIA General Conditions. Portions of Paragraph 11.1 that are not affected by the following shall remain in effect.

SCG-2
"Contractor shall not commence work under this contract until he has obtained all insurance required hereunder and such insurance has been approved by Owner, nor shall Contractor allow any Subcontractor to commence work on his subcontract until all insurance required of subcontractor has been so obtained and approved. Approval of insurance required of subcontractor has been so obtained and approved. Approval of insurance required under this article during the life of the contract, and for no less than one (1) year thereafter."

"A Certificate of Insurance, AIA Form G705, complete in all respects, shall be filed with Owner. Any certificate filed with Owner which shall be found to be incomplete or not according to form will be returned as unsatisfactory."

"Rejected Certificates of Insurance shall be corrected as necessary and resubmitted until approved."

"Each and every policy shall contain an endorsement stating that the insurance company will not, prior to completion of project or any policy expiration date shown on policy and certificate, whichever occurs first, terminate policy or change any coverage therein without first mailing by registered mail written notice of such action at least thirty (30) days prior to termination or change, to Owner at whose request policy and certificate are issued."

"Insurance required is as specified below and in amounts indicated:

<table>
<thead>
<tr>
<th>KIND OF INSURANCE</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. (a) Workmen's Comp.</td>
<td>$ ////////// Statutory Workmen's Compensation</td>
</tr>
<tr>
<td>(b) Employers' Liability</td>
<td>$ 100,000 One Accident &amp; Aggregate Disease</td>
</tr>
<tr>
<td>2. Comprehensive General Liability</td>
<td></td>
</tr>
<tr>
<td>(a) Bodily Injury</td>
<td>$ 250,000 Each Occurrence-Premises &amp; Operations</td>
</tr>
<tr>
<td></td>
<td>$ 250,000 Each Occurrence-Completed Operations &amp; Prod.</td>
</tr>
<tr>
<td></td>
<td>$ 250,000 Each Occurrence-Contractual</td>
</tr>
<tr>
<td></td>
<td>$ 250,000 Aggregate-Completed Operations &amp; Products</td>
</tr>
<tr>
<td>(b) Personal Injury</td>
<td>$ 250,000 Each Person Aggregate</td>
</tr>
<tr>
<td></td>
<td>$ 250,000 General Aggregate</td>
</tr>
<tr>
<td>(c) Property Damage</td>
<td>$ 250,000 Each Occurrence-Premises-Operations</td>
</tr>
<tr>
<td></td>
<td>$ 250,000 Each Occurrence-Independent Contractor</td>
</tr>
<tr>
<td></td>
<td>$ 250,000 Each Occurrence-Completed Operations &amp; Prod.</td>
</tr>
<tr>
<td></td>
<td>$ 250,000 Each Occurrence-Contractual</td>
</tr>
<tr>
<td></td>
<td>$ 250,000 Aggregate</td>
</tr>
<tr>
<td></td>
<td>$ 250,000 Aggregate-Operations, Independent Contractor</td>
</tr>
<tr>
<td></td>
<td>Products &amp; Contractual</td>
</tr>
<tr>
<td>3. Business Automobile Liability</td>
<td></td>
</tr>
<tr>
<td>(a) Bodily Injury</td>
<td>$ 250,000 Each Occurrence, $250,000 Each Person</td>
</tr>
<tr>
<td>(b) Property Damage</td>
<td>$ 250,000 Each Occurrence</td>
</tr>
<tr>
<td>4. (Other)</td>
<td></td>
</tr>
<tr>
<td>Umbrella</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>
5. Concrete:
   a. Prime concrete with Tremprime Q.D. and allow to dry. Embed insulation into full mopping of Type III steep asphalt.

B. Roof Insulation - Top Layer: Top layer shall be 1" fiberboard.
1. Work from highest level towards roof drains or low areas.
2. Lay panels with joint offset by at least twelve (12) inches from those in base layer.
3. Lay panels with long dimension aligned and parallel to the direction in which panels are subsequently placed.
4. Insure close fit and proper alignment of all panels.
5. Stagger insulation joints.
6. At junctions with roof penetrations and vertical surfaces, cut insulation to provide 1/4 inch clearance.
7. Install tapered fiberboard strips (1:8) around roof drains to provide inclines from top insulation surfaces to drain rims. Embed fiberboard strips with THERMastic.
8. Fit lead sheets to each drain, apply ELS or Fiberraat to underlying strips and embed lead sheets.
9. No more insulation shall be placed in a day that can be covered with THERM 200.

3.06 THERM 200 ROOF MEMBRANE APPLICATION

A. Install three (3) plies of Poly-THERM, laid in shingle fashion and placed to ensure that water will flow over or parallel to, but never against, exposed edges.
1. Heat THERMastic to application temperatures in accordance with label directions.
2. At time and place of application, THERMastic shall be within 350° to 500°F.
3. Use 12" and 24" wide plies to start and finish roof membrane along roof edges and terminations.
4. Embed each ply in solid moppings or continuous spreads of THERMastic at 2.5 gallons (approximately 22 lbs.) per 100 square feet per ply. Apply THERMastic no more than ten (10) feet ahead of each roll being embedded.
5. Stagger all end laps.

6. Fit plies into roof drain rims, secure clamping collars and install domes.

7. Extend plies only to top edges of cant strip along bases of parapets, walls and skylights.

8. When terminating each day's work, remove embedded and loose gravel from adjacent 12" wide areas of existing roof membrane and install temporary water dams.
   a. Use non-perforated, saturated organic felts embedded between two (2) solid moppings of THERMastic.
   b. Remove water dams before resuming retrofit application.

B. Temporary Tie-Ins/Night Seals:
   1. All three (3) plies of the new roof will extend six (6) inches onto the existing roof system embedded into THERMastic. All edges may be stripped in, using ELS Mastic, or Polyroof. Remove the temporary tie-ins by cutting the felts evenly over the edge of the existing roof system.

3.07 FLASHING INSTALLATION

A. Wall Flashing:
   1. Open joints and carefully bend up existing counterflashing.
   2. Install new fiberboard cant secured firmly to wall.
   3. Mop in two (2) plies PolyTHERM flashing with Tremco THERMastic at approximately five (5) gallons per 100 lineal feet per ply.
   4. Bend counterflashing back in place. Secure with neoprene washer screws and caulk screw heads with Tremco Mono.

B. Expansion Joints:
   1. Remove existing flashing and remove metal carefully, not bend.
   2. Install new fiberboard cant, and extend Poly-THERM 200 to top of cant and trim.
   3. Mop in two (2) plies Poly-THERM flashing with Tremco THERMastic at approximately five (5) gallons per 100 lineal feet per ply.
   4. Reinstall existing metal securing firmly to wood curb with neoprene washer screws and caulking screw heads with Tremco Mono.
C. Projection Flashing Boot:

1. Determine the size Flash-A-Round required. The standard unit fits four (4) inch vents. If a three (3) inch size is required, insert the rubber adapter into the standard Flash-A-Round using Sheeting Bond as an adhesive. If a five (5) inch size is required, using the line on the second ring as a guide, cut-off the top bellow.

2. Trowel apply Sheeting Bond to the roof surface in an application approximately 15 inches wide. Cove the Sheeting Bond at the base of the vent and bring it approximately two (2) inches up the size the projections. Allow 20 minutes for the Sheeting Bond to flash.

3. Install Tremco Flash-A-Round over the projection and slide into place to insure that the base is securely embedded in the Sheeting Bond.

4. Tighten the clamp around the top of the Flash-A-Round base, apply Burmash between layers of Polyroof.

5. Around the circumference of the Flash-A-Round base, apply Burmash between layers of Polyroof.

6. The final top pour shall be applied over the base of the Flash-A-Round.

3.08 MISCELLANEOUS DETAILS

A. Curb Unit:

1. Remove unit top.

2. Install new fiberboard cant.

3. Install two (2) plies Poly-THERM flashing in strict accordance to previously described Tremco specifications.

B. Drains:

1. Disassemble and remove domes and clamping collars. Clean and examine sumps and drain components. Notify the Owner's Representative of those components which are unsound.

2. As directed by the Owner's Representative, replace individual components or entire drain assemblies.

3.9 PROTECTIVE FINISH

A. When no further construction traffic is expected and the roof membrane is clean and dry, apply THERMastic at 2.5 gallons (approximately 22 lbs.) per 100 square feet and promptly cover with white ceramic granules at 60 lbs. per 100 square feet.
3.10 FIELD QUALITY CONTROL

A. Authorized Field Representative:

1. The local authorized field representative of Tremco shall make periodic job-site inspections to observe and report on job progress and quality of work in progress and work completed to date.

2. As directed by the Owner's Representative, cut not more than four (4) cores, approximately 13" x 13" each, from every newly-constructed built-up roof area to establish quality of the built-up roof system. Restore such areas to sound and watertight conditions.

3. When such core cuts disclose material deficiencies or unsound construction, the Contractor shall, at his own expense, correct deficiencies to the Owner's satisfaction.

B. Final Inspection and Approval:

1. Formal final inspection of completed work shall be made jointly by the Field Representative and Owner's Representative.

3.11 ADJUSTING AND CLEANING

A. Repair of Deficiencies:

1. Installations or details noted as deficient during Final Inspection must be repaired and corrected by the applicator, and made ready for reinspection, within five (5) working days.
RESOLUTION FIXING DATE FOR RECEIPT OF BIDS FOR
PARTIAL RE-ROOFING BUILDING NO. 7

RESOLVED, that sealed proposals for the partial re-roofing of Building No. 7 will be received at Building No. 1, Room 30, Ankeny Campus, 2006 S. Ankeny Blvd., Ankeny, Iowa, until 2:00 p.m., Daylight Savings Time, June 10, 1985, at which time and place said bids will be publicly opened and read aloud.

BE IT FURTHER RESOLVED that the Secretary of the Board of Directors give notice of said letting as required by law.

PASSED AND APPROVED THIS 21st DAY OF MAY, 1985.

[Signature]
President, Board of Directors

ATTEST:

[Signature]
Secretary, Board of Directors
DATE: May 9, 1985

TO: Helen Minor - Board Secretary

FROM: Don Zuck - Manager, Business Services

RE: Re-roofing Auditorium, Boone Campus

The subject project bidding documents are complete and ready to present to the Board for their approval.

We will be requesting Board approval of the two resolutions listed below, copies of which are attached:

"Resolution adopting proposed plans and specs and form of contract for Re-roofing Auditorium, Boone Campus." This resolution also establishes the hearing date to be June 18, 1985, 5:10 p.m.

"Resolution fixing date for receipt of bids for Re-roofing Auditorium, Boone Campus." Bid date to be June 10, 1985, 2:00 p.m.

The estimated cost for the project is $70,000. Funds for this project have been budgeted for FY '85-'86 within the new 10-year plant fund levy.

cc: Gene Snyders
RESOLUTION ADOPTING PROPOSED PLANS AND SPECIFICATIONS
AND FORM OF CONTRACT FOR RE-ROOFING AUDITORIUM, BOONE CAMPUS

RESOLVED, that proposed plans, specifications, form of contract, and estimated costs, for the construction of Re-Roofing Auditorium, Boone Campus, are hereby adopted and placed on file in the office of the Secretary of the Board of Directors. Before any contract incorporating said plans and specifications can be issued, it is necessary to hold a public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE that at a meeting of the Board to be held at 5:10 p.m., on the 18th day of June, 1985, Ankeny, Iowa, this Board will hold a Public Hearing on the matter of the adoption of plans and specifications, form of contract, and estimated costs now on file in the office of the Secretary of the Board of Directors.

BE IT FURTHER RESOLVED that the Secretary of the Board of Directors give notice of said public hearing as required by law.

PASSED AND APPROVED THIS 21ST DAY OF MAY, 1985.

[Signature]
President, Board of Directors

ATTEST:
[Signature]
Secretary, Board of Directors
SPECIFICATION

FOR

RE-ROOFING AUDITORIUM

DES MOINES AREA COMMUNITY COLLEGE

BOONE CAMPUS

1125 HANCOCK DRIVE

BOONE, IOWA
<table>
<thead>
<tr>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notice Of Hearing</td>
<td>NH-1</td>
</tr>
<tr>
<td>Notice To Bidders</td>
<td>NB-1</td>
</tr>
<tr>
<td>Information To Bidders</td>
<td>IB-1 thru IB-3</td>
</tr>
<tr>
<td>Proposal</td>
<td>BP-1 thru BP-2</td>
</tr>
<tr>
<td>General Conditions</td>
<td>GC-1 thru 5</td>
</tr>
<tr>
<td>Contract</td>
<td>C-1 thru 2</td>
</tr>
<tr>
<td>Performance Bond</td>
<td>B-1 thru 3</td>
</tr>
<tr>
<td>Bid Bond</td>
<td>BBI</td>
</tr>
<tr>
<td>Supplementary Conditions</td>
<td>SCG-1 thru 5</td>
</tr>
<tr>
<td>Project Closeout</td>
<td>IXO-1</td>
</tr>
<tr>
<td>Summary of Work</td>
<td>IAO-1 thru 4</td>
</tr>
<tr>
<td>Detailed Specifications</td>
<td>7J5-1 thru 7J5-11</td>
</tr>
</tbody>
</table>
NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

A public hearing will be held on June 18, 1985, at 5:10 p.m., by the Board of Directors of the Des Moines Area Community College, in Building 1, Room 30, at Ankeny, Iowa, in relation to proposed specifications and form of contract for the construction of the following improvement:

DES MOINES AREA COMMUNITY COLLEGE
RE-ROOF AUDITORIUM, BOONE CAMPUS

at which time any interested persons may appear and file objections to the said proposed specifications, form of contract or the cost of such improvement.

Said Board of Directors will then hear said objections and any evidence for or against the same, and forthwith enter of record its decision thereon.

DES MOINES AREA COMMUNITY COLLEGE

/s/ Jasper Risdal
President

Attest: /s/ Helen Minor
Secretary
NOTICE TO BIDDERS

Proposals for the re-roofing of the Auditorium, Boone Campus, for the Des Moines Area Community College will be received at Building 1, Room 30, 2006 Ankeny Blvd., Ankeny, Iowa, until 2:00 p.m. Daylight Savings Time on June 10, 1985.

Said bids will publicly opened and read aloud at 2:00 p.m. All bidding documents may be examined at the office of the Director, Physical Plant, Building 12, Des Moines Area Community College, Ankeny, Iowa.

The Certified Checks or Bid Bonds of the three lowest bidders will be retained until a Contract is entered into or all Bids are rejected, but in no event longer than 30 days after the date of the opening of bids.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced, within the State of Iowa and preference will be given to Iowa domestic labor.

The Board of Directors reserves the right to reject any and all bids received.

DES MOINES AREA COMMUNITY COLLEGE

/s/ Jasper Risdal
President

ATTEST:/s/ Helen Minor
Secretary
INFORMATION TO BIDDERS

1. PREPARATION OF BID
   Each bid must be:
   a. Submitted on the prescribed form with all blank spaces for bid prices filled in, in ink or typewritten, in both words and figures.
   b. Submitted in sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified on the Bid Form.
   c. Each bid shall be submitted in a sealed envelope and addressed to the Board of Directors.

2. SUBCONTRACTORS
   The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract:
   a. Must be acceptable to the Owner.
   b. Must comply with the requirements of the Bidding Requirements, General Conditions, and the applicable Technical Specifications.
   c. The Prime Contractors will be required to identify certain subcontractors in the Bid Proposal Form.

3. TELEGRAPHIC MODIFICATION
   Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

4. QUALIFICATIONS OF BIDDER
   The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid on the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
5. **BID SECURITY**
   Each Bid Proposal must be accompanied by a Certified Check or Bid Bond of the bidder for five thousand dollars ($5,000.00). Certified checks and Bid Bonds will be returned to all except the three lowest bidders within three (3) days after the opening of bids, and the remaining cash or checks will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 30 days after the date of the opening of bids, upon demand by the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

6. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**
   The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

7. **TIME OF COMPLETION AND LIQUIDATED DAMAGES**
   All contracts shall be scheduled for completion as per Section 1A0 of the specification. No liquidated damages will be assessed, but the Contractor and each subcontractor shall be required to cooperate fully in meeting this date.

8. **SECURITY FOR FAITHFUL PERFORMANCE**
   Simultaneously with his delivery of the executed contract, the Contractor shall furnish a Surety Bond or Bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in Article 7.5 of the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

9. **POWER OF ATTORNEY**
   Attorney-in-fact who sign Contract Bonds must file with each Bond a certified and effectively dated copy of their Power of Attorney. Attorneys-in-fact must be Iowa residents for surety companies authorized to do business in Iowa.

10. **LAWS AND REGULATIONS**
    The bidder's attention is directed to the fact that all applicable State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though hereinafter written out in full.

11. **METHOD OF AWARD**
    If the base bid is within the amount of funds available to finance the construction contract, the contract award will be made to that responsible bidder submitting the low base bid.
12. OBLIGATION OF THE BIDDERS

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his Bid.

It is the intent of the Owner that the documents are a complete instrument. The Prime Contractors are responsible for their related work shown on all drawings, details and specifications. It is the responsibility of all bidders to review the complete documents for the scope of their work. Partial sets of documents will not be issued for the purposes of bidding.

13. SUBSTITUTIONS - ALL PRIME CONTRACTORS

a. Each bidder represents that his bid is based upon the materials and equipment described in the bidding documents.

b. No substitution will be considered unless written request has been submitted to the Owner for approval at least 7 days prior to the date for receipt of bids. Each such request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawing, cuts, performance and test data and any other data or information necessary for a complete evaluation.

c. If the owner approves any proposed substitution, such approval will be set forth in an addendum.

14. OWNER'S NAME

Wherever the Owner's name appears in the Contract Documents as Des Moines Area Community College, it shall be deemed to refer to and mean "Area Community College (Education) XI" in the counties of Adair, Audubon, Boone, Carroll, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story, and Warren, State of Iowa.

15. Wherever the name Owner or Architect appears in the Contract Documents, it shall be deemed to refer to and mean the Director, Physical Plant Maintenance of the Des Moines Area Community College.
BID PROPOSAL FOR RE-ROOF AUDITORIUM, BOONE CAMPUS

DES MOINES AREA COMMUNITY COLLEGE

Place: Des Moines Area Community College
2006 Ankeny Boulevard, Ankeny, Iowa

Bid: 2:00 P.M., Daylight Savings Time,
June 10, 1985

PROPOSAL of ___________________________________________ (hereinafter called "Bidder") (a corporation/a partnership/an individual doing business as ________________________________ (State) (strike out inapplicable terms)).

To: The Board of Directors (hereinafter called "Owner")
Des Moines Area Community College
2006 Ankeny Boulevard
Ankeny, Iowa 50021

Gentlemen:

The Bidder, in compliance with your invitation for bids for the reroofing of Auditorium, Boone Campus, Des Moines Area Community College facilities have examined the plans and specifications with related documents and the existing building conditions of the proposed work, and being familiar with the availability of materials and labor, hereby proposes to furnish all labor, material, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within the time required for total completion of all contract as per Section 1A0 of the specifications.

BASE BID PROPOSAL: Bidder agrees to perform all of the complete construction contract work for Auditorium, Boone Campus, described in the specifications and shown on the plans for the sum of __________________ dollars ($__________). Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

IN GENERAL:
The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.
Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

The Bidder understands that the award of contract will be made to that responsible Bidder who has the low bid based on the Base Bid and those Alternate Bids which the Owner may select.

SUBCONTRACTORS
The Sheet Metal Subcontractor is: (Firm Name) _____________________________________

MANUFACTURER
Bidders proposal is based on using the following manufacturers roofing material as specified, or has received approval as an alternate.

Auditorium, Boone Campus _____________________________________________________________

BID SECURITY
Bid Security of Five Thousand Dollars ($5,000) in the form of a Certified Check or Bid Bond is enclosed. The Bidder acknowledges the bid security becomes the property of the Owner in the event the Contract and Bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

ADDENDUM RECEIPTS
The receipt of the following Addenda to the drawings and specifications is hereby acknowledged.

Addendum No. _____ Dated ______________________
Addendum No. _____ Dated ______________________
Addendum No. _____ Dated ______________________

Respectfully submitted,

(SEAL - if Bid is by Corporation)

FIRM NAME __________________________________________

BY _________________________________________________

TITLE _____________________________________________

DATE ______________________________________________

OFFICIAL ADDRESS:

____________________________________________________

____________________________________________________

City and State                Telephone

BP-2
1. CONTRACT DOCUMENTS

1.1 All documents listed or identified as part of contract are final and all essential and component parts of agreement between Owner and Contractor.

1.2 Contractor documents shall be signed in triplicate by Owner and Contractor.

1.3 Contractor documents are complimentary, and what is called for by one may be as binding as it called for by all. The intention of documents is to include all labor and materials, equipment and transportation necessary for proper execution of work. It is not intended that materials of work not covered by or properly include from any binding, branch character of spesifications shall be supplied unless specifically named. Materials are delivered in a manner in which have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

2. SIGHT WORK

2.1 Contractor shall furnish a good and sufficient survey crew in full amount of contract prior to signing contract. Survey crew shall measure and record all matters of contract, and all measurements arising from said contract. Survey crew shall measure and record all matters of contract, and all measurements arising from said contract.

3. CONTRACTOR'S RESPONSIBILITY

3.1 Contractor shall assume full responsibility for performance of all materials and equipment and for all unfinished work until final acceptance by Owner. Materials and equipment which are damaged or removed from any cause shall be replaced at Contractor's expense.

3.2 Contractor shall indemnify and save harmless Owner against any losses or claims for non-performance of Contractor's bills in connection with contract work. Contractor shall furnish written satisfactory evidence that all persons who have done work on furnished materials, equipment, or service of any type, under the contract have been fully paid prior to acceptance of work by Owner.

3.3 Contractor shall cause and maintain such guards and lights as will prevent accidents as a consequence of his work. He shall indemnify and save harmless the Owner and his agents from all suits brought against Contractor for any injuries sustained or caused by any person or persons by or through Contractor, his servants, or agents, in construction of work, or by or in consequence of any acts or omissions of employees in performing contract work.

4. SPECIFICATIONS

4.1 Contractor shall not assign, sublet or transfer the whole or any part of work herein specified without written consent of Owner. Assignment, subletting or transfer shall not relieve Contractor from his responsibilities under this contract.

4.2 Detailed specifications are repeated into titled parts for convenience of reference and to facilitate locating of contracts and subcontractors. Such arrangements shall not obligate Contractor to solicit bids or contracts between Contractor and subcontractors.

5. CONTRACTOR'S EMPLOYEES

5.1 Contractor shall personally supervise his work or provide a capable superintendent satisfactory to Owner. Superintendent shall be authorized to receive instructions from Owner.

5.2 Incompetent or insubordinate employees shall be dismissed by the Contractor or his representative when requested by Owner. Such dismissed persons shall not be permitted to return to work without written consent of Owner.

5.3 Contractor shall give preference to local labor in execution of this contract, where as is practicable.

6. RIGHTS AND LICENSURES

6.1 In execution of work specified herein, Contractor shall continue to regulations of ordinances of any governmental body which may apply in execution of specified work. Contractor shall obtain such permits and licenses as may be required for construction of work.

7. PATENTS

7.1 All fees or royalties for patented inventions, equipment or improvements used in construction or erection of work, in any part thereof, shall be included in contract prices. Contractor shall indemnify and save harmless Owner against any and all claims or litigations by reason of infringement of any patent rights of any materials, equipment or improvements furnished.

8. INSPECTION

8.1 Contractor shall maintain all work necessary for satisfactory inspection and materials for a period of two (2) years after date of final acceptance of work by Owner unless otherwise noted in "SPECIAL CONDITIONS" as "CONSTRUCTION TO END". Contractor shall provide to Owner any defective workmanship and materials in a manner satisfactory to Owner, without expense to Owner, within ten (10) days after written specification by Owner of such defects. If said repairs or replacements are not made within ten (10) days, Owner shall have the right to make the repair or replacement and charge the same to Contractor.

8.4 Contractor shall provide Owner with an acceptable maintenance bond at time of final acceptance. Maintenance bond shall run for two (2) years from time of acceptance to prevent Owner from faulty workmanship and materials as outlined in preceding paragraph.
ATTACHMENT #7
Regular Meeting
May 21, 1985 - Page 13 of 38

9. DRAWINGS

9.1 Contractor shall provide Engineer with working, data and information regarding materials or equipment specified; or as may be called for by Engineer, for his approval, within a reasonable time after award of contract. Engineer shall return to Contractor any copy with his approval or objections within a reasonable time after receipt.

9.2 Fabrication and shipment of materials or equipment prior to Engineer’s approval of drawings, data and information mentioned above shall be at Contractor’s risk.

10. THE ENGINEER

10.1 Engineer shall make general observation of work as agent of Owner. Engineer shall have authority to direct construction under proper execution of contract is affected.

11. PLANS AND SPECIFICATIONS

11.1 Contractor shall provide Contractor with five sets of plans and specifications after execution of contract. All additional plans and specifications are required. Contractor shall compensate Engineer for costs of printing.

11.2 Contractor shall provide Contractor with additional and supplemental plans as may be required to show details of construction after approval of manufacturers’ drawings and data on materials and equipment.

11.3 Contractor will provide Contractor with such revised plans and specifications as may be required to show any authorized changes or extra work.

12. INTERPRETATION OF PLANS AND SPECIFICATIONS

12.1 Plans and specifications shall be interpreted by Engineer. His decisions shall be final and binding on all parties concerned.

12.2 Contractor will not be allowed to take advantage of errors or omissions in plans and specifications. Engineer will provide full instructions when errors or omissions are discovered.

13. LINE AND LEVEL

13.1 Contractor shall obtain line and grade from bench marks, base lines and other reference points established by Engineer and shall provide competent men and tools, stakes and other materials as required to establish center line of permanent reference lines in connection with the work. Contractor shall perform such detailed measurements and transfer elevations as required to properly lay out and construct work.

13.2 Contractor shall carefully preserve all stakes and reference points against destruction and shall promptly notify Engineer of any stakes which have been disturbed. In case of willful or wanton destruction, Contractor will be charged for expense and damage from such destruction.

14. DECISIONS BY ENGINEER

14.1 Engineer shall make decisions in writing, on claims between Contractor and Owner within a reasonable time after presentation. Such decisions shall be final except that recourse to arbitration may be had as hereinafter provided.

15. SUBCONTRACTORS AND MATERIALS

15.1 All work done and all materials and equipment furnished by Contractor shall conform to plans and specifications. Competent labor and workmanship shall be used in all work. Experienced manufacturer’s representatives shall be used to supervise installation of equipment.

15.2 In absence of detailed specifications in other sections, all materials shall conform to standards of American Society for Testing Materials.

15.3 Wherever items of materials or equipment are specified by a manufacturer’s name and type, or approval, it is the intent that materials or equipment of other manufacturers, equal in quality and performance, may be substituted. Such substitutions may be made only with written approval of Engineer.

15.4 Wherever items of materials or equipment are specified by a manufacturer’s name and type, or approval, and additional features of items are specifically required by specifications, additional features specified shall be provided whether or not they are normally included in standard manufacturer’s items listed.

15.5 Wherever items of materials or equipment are specified by a manufacturer’s name and type, or approval, and specified items are or become obsolete and no longer available, Contractor shall provide approved equal items which are currently available at no change in contract price.

15.6 Where proposing “as approved equal” items as substitutions, Contractor shall furnish general arrangement drawings, full descriptive data, manufacturer’s specifications and such performance data as required to satisfy Engineer that materials or equipment proposed are equal to that specified. Burden of proof of equality shall be responsibility of Contractor.

15.7 Contractor shall abide by Engineer’s decision when proposed substitutes of material or equipment are deemed to be unacceptable and in such event Contractor shall furnish items of equipment of material specified.

15.8 Engineer reserves right to consider such factors as overall project arrangement, overall project cost, and similar factors in determining whether proposed substitutions will be acceptable.

16. SPECIFICATIONS

16.1 All materials used and all work done by Contractor shall be subject to all times to inspection, tests and approval by Engineer. Contractor shall furnish samples of materials for observation and tests as requested by Engineer. Contractor shall furnish any information required concerning source or source of any proposed materials or equipment.

16.2 Construction, fabrication and manufacture of equipment or materials specified herein may be observed by Engineer at plant of any manufacturer.

16.3 Materials, equipment or work which do not satisfactorily meet specifications may be condemned by Engineer by written notice to Contractor. Condemned materials, equipment or work shall be promptly removed and replaced.

16.4 Defective materials, equipment or work may be rejected by Engineer at any time prior to final acceptance by Owner even though said defective items may have been previously accepted.
17. **GENERAL ENGINEER AND/or INSTRUCTOR REQUIREMENTS**

17.1 Assistant engineer and/or instructor technicians may be appointed by Engineer or Owner to ensure that work is performed in accordance with plans and specifications.

17.2 Assistant engineer and/or instructor technicians shall have authority to suspend work which is not being properly performed and, subject to final decision of Owner, to condemn and reject ineffective work and materials.

17.3 Assistant engineer and/or instructor technicians shall have no authority to permit deviation from plans and specifications and Contractor shall be liable for any deviations made without written order from Engineer.

18. **NOTICE**

18.1 Tests shall be performed by Contractor upon materials and equipment specified, to determine if the materials and equipment meet requirements of specifications and conditions of operation and guarantee of Contractor.

18.2 Equus shall be subject to factory tests specified herein. Certified evidence of tests shall be furnished when requested by Engineer.

18.3 Tests shall be in accordance with standards of American Society of Mechanical Engineers, Institute of Electrical and Electronic Engineers, American Society for Testing Materials, and other recognized standards.

19. **CANCELLATION**

19.1 Contractor shall commence work within fifteen (15) days after award of contract, unless otherwise provided for in specifications, and shall complete work within time specified in contract.

20. **ABANDONMENT**

20.1 Costs caused by suspension or legal actions, damages by elements, or other causes beyond control of Contractor for which Owner shall be sole judge shall entitle Contractor to a reasonable extension of time within which to complete work.

20.2 Application for extension of time shall be made to Owner by Contractor and shall state reasons for request for extension of time.

20.3 An extension of time shall be valid unless made in writing by Owner.

21. **SPECIFICATIONS**

21.1 Engineer shall have the right to make changes in location and quantities of work as may be deemed advisable with consent of Owner and without notice to increase on Contractor's bond.

21.2 Amount due Contractor shall be adjusted for changes in following manner:

21.2.1 Where fixed prices have been bid, these unit prices shall be used to compute equipment in compensation.

21.2.2 Where no fixed unit prices have been bid, Engineer shall determine a reasonable adjustment in Contractor's compensation.

21.2.3 So changes shall be authorized unless they are shown on revised plans or in written instructions of Owner.

21.2.4 Authorized changes which require additional time to complete shall entitle Contractor to proportionate extension of time of completion which shall be determined by Owner.

22. **ADDITIONS**

22.1 Required work not specified under this contract shall be done at an agreed price satisfactory to Contractor and Owner, or at basis of actual cost of work plus fifteen percent (15%). Actual cost shall include equipment, materials, labor and shall include no overhead item or profit. When extra work is done by a subcontractor, with approval of Owner, there may be included in actual and necessary expenses, ten percent (10%) for subcontractor's profit.

22.2 The term "extra work" as used herein shall not be construed to apply to changes described in 11. CHANGES.

22.3 No compensation shall be allowed Contractor for extra work unless such work has been authorized in writing by Engineer and approved by Owner.

22.4 Contractor shall submit a statement of these to Engineer for approval when extra work is performed on an actual cost plus basis. After said statement is approved, Engineer shall certify his correctness in writing.

23. **PAYMENTS**

23.1 Payments shall be made in the form of "INSTRUCTIONS TO ENGINEER".

24. **CONTRACT MATERIALS**

24.1 All materials and work covered by partial payments shall become the property of Owner, but this provision shall not be construed to relieve Contractor from sole responsibility for all materials and work for which payments have been made, for restoration of damaged work, or to a waiver of rights of Owner to require fulfillment of all terms of contract.

25. **OTHER CONTRACTS**

25.1 Owner reserves right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly consult and coordinate their work with theirs.

25.2 Owner reserves option to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly consult and coordinate their work with theirs.

25.3 Owner reserves right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly consult and coordinate their work with theirs.

25.4 Owner reserves right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly consult and coordinate their work with theirs.
16.1 If Contractor elects to prosecute work properly or fails to perform any provision of this contract, Owner, after three (3) days' written notice to Contractor, may, without prejudice to any other remedy in any case, take good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Provided, however, that Engineer shall approve such letters and amount charged to Contractor.

17.1 Owner, upon certification of Engineer that there is sufficient cause to justify termination of contract, may, without prejudice to any other remedy in any case, take good such deficiencies and after giving Contractor seven (7) days notice may terminate employment of Contractor for any of following reasons:

17.1.1 Contractor makes a general assignment for benefit of his creditors, or is adjudged a bankrupt.

17.1.2 Receiver is appointed on account of Contractor's insolvency.

17.1.3 Contractor permanently or repeatedly fails or refuses, except when extension of time to complete is granted, to provide enough skilled workmen or proper materials.

17.1.4 Contractor fails to make prompt payment to subcontractors for materials or labor.

17.1.5 Contractor persistsently disregards laws and ordinances or Instructions of Engineer.

17.1.6 Contractor violates a provision of contract.

17.2 If Owner terminates employment of Contractor, he shall take possession of premises and all materials, tools and appliances thereon. He shall finish work by whatever method he may deem expedient. In such case Contractor shall not be entitled to receive any further payment until work is finished.

17.3 If unpaid balance of contract price exceeds expense of finishing the work including compensation for additional managerial and administrative services, excess shall be paid to Contractor. If expenses exceed unpaid balance, Contractor shall pay difference to Owner. Expenses incurred by Owner are herein provided, and damage incurred through Contractor's default, shall be certified by Engineer.

18. CONTRACTOR'S RIGHT TO PROSECUTE OR TERMINATE CONTRACT.

18.1 If Engineer fails to issue any certificate for payment within seven (7) days after it is due, or if Owner fails to pay to Contractor within seven (7) days of its accuracy and presentation, any sum certified by Engineer or awarded by arbitrator, then Contractor may, upon seven (7) days' simultaneous written notice to Owner and Engineer, stop work or terminate this contract. If Contractor elects to stop work by written notice, work shall be resumed promptly upon payment by Owner. If Contractor elects to terminate this contract by written notice he shall recover from Owner payment for all work executed to date of notice and any losses sustained upon any plans or materials plus a reasonable profit.

19. PAYMENT PROCEEDS.

19.1 Engineer may withhold or nullify the whole or a part of payment certificate, on account of subsequently discovered evidence, to such extent as he may believe necessary to protect Owner from loss on account of:

19.1.1 defective work not remedied.

19.1.2 claims filed or reasonable evidence indicating probable filing of claims.

19.1.3 failure of Contractor to make payments properly to subcontractors for materials or labor.

19.1.4 A reasonable doubt that contract can be completed for balance then unpaid.

19.1.5 Damages to another contractor.

19.2 Payments shall be made for amounts withheld when above grounds are removed.

20. ACCEPTANCE AND FINAL PAYMENT.

20.1 When work has been substantially and satisfactorily completed, Engineer will certify Contractor's final estimate stating that work has been completed in accordance with terms and conditions thereof with qualifications, if any, as stated. Balance found to be due Contractor according to the terms of payment shall be paid by Owner as provided in contract, provided, however, that any state laws which designate manner of final payment shall be followed in lieu of manner of final payment outlined above. Prior to receipt of final payment, Contractor shall file with Owner a receipt in full from each manufacturer, subcontractor, and dealer for all equipment and materials used in the work and a complete release of all liens, including tax liens, which may have arisen from this contract. In lieu thereof, Owner, at his option, may accept from Contractor a statement showing balance due on all accounts.

20.2 Notice and acceptance of final payment shall constitute a waiver of all claims by Owner, except those arising from uncompleted items, from faulty work or materials angering after final payment or from requirements of the specifications, and all claims by Contractor, except those previously made and still unsettled.

20.3 Final payment shall be in partial but substantially complete to extent that all adjustments in the contract sum may be made as specified under "PROPOSAL" and "CHANGES OR ADDITIONS". Owner may, if any of completion date is anticipated or if otherwise deemed in the interest of work, file a final estimate. Owner shall provide for remaining cost of unfinished work, in addition to other requirements which may be specified under "FINAL PAYMENTS", such payment shall be made under terms and conditions governing final payment except that it shall not constitute a waiver of claims.

21. SUSPENSION OF WORK

21.1 Owner may suspend the work, or any part thereof, at any time, by giving ten (10) days' written notice to Contractor. The work shall be resumed by Contractor within ten (10) days after date stated in written notice from Owner to Contractor.

21.2 If work, or any part thereof, shall be suspended and if Owner does not give written notice to Contractor to resume work within (1) year of date of suspension, Contractor may abandon suspended portion of work. Contractor will be entitled to estimates and payments for all work done on the portions so abandoned, if any.
12. ARBITRATION

12.1 All disputes subject to arbitration under this contract shall be submitted to arbitration at街上 of the party

12.2 In case of an appeal from Engineer's decision, demand for arbitration shall be filed in writing with Engineer within ten

12.3 All disputes shall be submitted to arbitration at a reasonably time after issue thereof and in no case later than two (2) months after issuance thereof. If Engineer fails to issue a decision within a reasonable time, an appeal to arbitration may be filed as if his decision had been rendered against the party appealing.

12.4 No one shall act as an arbitrator who is in any way financially interested in the contract or in any business of either the Owner, Contractor or Engineer.

12.5 If one or more parties fail to appoint an arbitrator within fifteen (15) days of receipt of the demand for arbitration, the party who served the demand shall select the arbitrators in accordance with the provisions of this article.

12.6 If two or more parties fail to appoint an arbitrator within fifteen (15) days of receipt of the demand for arbitration, the demand for arbitration shall be deemed to have been withdrawn and all rights of the parties shall be mutually determined by the Engineer.

12.7 The decision of the arbitrator shall be final and binding upon the parties, and shall be deemed to be a contract of the parties. The arbitrator shall have the power to award costs and expenses of arbitration to the party prevailing in such arbitration.

13. CLEANUP

13.1 Contractor shall keep premises free from accumulations of refuse materials or rubbish caused by his employees or work. After completion of work he shall remove all his rubbish and all his tools, scaffolding and surplus materials from work site. He shall leave his work "Broom clean" or its equivalent, unless otherwise specified. In case of disputes the Owner may remove rubbish and charge cost to Contractor as Engineer shall determine to be just.
KNOW ALL MEN BY THESE PRESENTS: That we, ____________________________

of ____________________________

as Principal, and

as Surety, as held and firmly bound unto the Des Moines Area Community College, hereinafter defined as Obligee, in the penal sum of ten percent (10%) of the total amount of the bid ($_____________), for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Des Moines Area Community College a certain bid, and hereby made a part hereof to enter into a contract in writing, for:

NOW THEREFORE, if the said bid by said Principal be accepted, and the Principal shall enter into a contract with the Obligee in accordance with the term of such bid, and give such bond as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void or in the event of the failure of the Principal to enter such contract and give such bond, the Principal shall pay to the Obligee the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this __________ day of __________, 19 ______.

Countersigned by:

__________________________
Principal

__________________________
Contractor's Signature

Resident Commission Agent as Prescribed by Chapter 515.53, Iowa Code

(Required only if Attorney-in-Fact is not also an Iowa Resident Commission Agent).

__________________________
Surety

__________________________
Attorney-in-Fact

BB-1
SUPPLEMENTARY GENERAL CONDITIONS

1. GENERAL STATEMENT
   A. All paragraphs and subparagraphs of these Supplementary Conditions apply to and govern all sections of work, except when expressly stated otherwise herein or in other contract documents.
   B. Whether or not bound into specifications, AIA Document A201, General Conditions of the Contract for Construction, Thirteenth Edition, August 1976, published by the American Institute of Architects, is hereby made a part of these Supplementary Conditions and is hereinafter referred to as "AIA General Conditions". Each article of aforesaid AIA General Conditions remains in effect unless expressly amended or deleted by requirements as set forth herein and/or by other contract documents.

2. SURVEYS, PERMITS, LAWS, TAXES AND REGULATIONS
   A. Amend similar subparagraphs under Paragraphs 3.2, 4.6, and 4.7 of AIA General Conditions to conform to following requirements:

      "Contractor shall obtain and pay for all required building permits, street use permits, and like permits applying to the overall project."

      "When codes, laws, and/or ordinances governing execution of certain sections of work require permits, certificates, licenses, inspections, etc., in addition to project building permit, the Contractor is responsible for such permits, certificates, licenses, inspections, etc."

      "Contractor's proposal shall include a sufficient sum to ensure payment of all sales and/or use taxes that may be applicable and levied against work of this contract."

      "When governing laws stipulate that Owner is entitled to a tax refund on sales and/or use tax, Contractor shall keep accurate accounts of all taxes paid during progress of work. Iowa Sales and Use Taxes shall be paid by the Contractor, in accordance with the Iowa Law and Department of Revenue Rules and Regulations. Nonresident Contractors shall satisfy Iowa Sales Tax Commission that applicable laws have been fulfilled. Sales Tax shall be included in the contract price for all items purchased in accordance with current Sales Tax Laws and regulations. Each Contractor and Subcontractor shall, as work progresses, prepare detailed itemized records showing name of supplier from whom materials are purchased, amount of Sales and/or Use Tax paid. Each Contractor shall submit completed Form ST-172 showing recovering Sales and Use Tax and shall do so in one request, before final acceptance of his work by Owner. Reports shall be made in triplicate."

SCG-1
3. CONTRACTOR
   A. Refer to subparagraph 4.1.1 of AIA General Conditions and add the following sentence:

      "Contractor is the prime Contractor who is the Roofing Contractor."

4. SUBCONTRACTS
   A. Refer to Subparagraph 5.2.3 of AIA General Conditions and add the following paragraph:

      "Owner's approval or disapproval of any person or entity will not relieve the Contractor of his responsibility for performance of work as called for under contract documents, nor will approval of a particular person or entity be construed as approval of any particular process or material."

5. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND
   A. Refer to Subparagraph 7.5.1 of AIA General Conditions and add the following paragraph:

      "Bond amounts as follows:
      1. Performance Bond: One Hundred Percent (100%).
      2. Labor and Material Payment Bond: One Hundred Percent (100%)."

6. DELAYS AND EXTENSION OF TIME
   A. Refer to Paragraph 8.3 of AIA General Conditions and add the following:

      "Owner shall have the right to occupy, without prejudice to rights of either party, and completed or largely completed portions of structure or work, notwithstanding the fact that time for completing entire work, or such portions thereof, may not have expired. Such occupancy and use shall not be an acceptance of work taken or used."

7. APPLICATIONS FOR PAYMENT
   A. Modify Subparagraph 9.3.2 of AIA General Conditions as follows:

      "Location of stored materials and equipment, not stored on the site, must be in a bonded warehouse. Certification of fire, vandalism, malicious mischief, extended coverage and theft coverage is required prior to payment. The Owner is not responsible for such insurance."

8. CONTRACTOR'S LIABILITY INSURANCE
   A. Project insurance requirements set forth below shall govern where they are at variance with portions of Paragraph 11.1 of AIA General Conditions. Portions of Paragraph 11.1 that are not affected by the following shall remain in effect.
"Contractor shall not commence work under this contract until he has obtained all insurance required hereunder and such insurance has been approved by Owner, nor shall Contractor allow any Subcontractor to commence work on his subcontract until all insurance required of subcontractor has been so obtained and approved. Approval of insurance required of subcontractor has been so obtained and approved. Approval of insurance required under this article during the life of the contract, and for no less than one (1) year thereafter."

"A Certificate of Insurance, AIA Form G705, complete in all respects, shall be filed with Owner. Any certificate filed with Owner which shall be found to be incomplete or not according to form will be returned as unsatisfactory."

"Rejected Certificates of Insurance shall be corrected as necessary and resubmitted until approved."

"Each and every policy shall contain an endorsement stating that the insurance company will not, prior to completion of project or any policy expiration date shown on policy and certificate, whichever occurs first, terminate policy or change any coverage therein without first mailing by registered mail written notice of such action at least thirty (30) days prior to termination or change, to Owner at whose request policy and certificate are issued."

"Insurance required is as specified below and in amounts indicated:

<table>
<thead>
<tr>
<th>KIND OF INSURANCE</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. (a) Workmen's Comp.</td>
<td>$ //////////////////////////////////////////////////////////////////////////////////</td>
</tr>
<tr>
<td>(b) Employers' Liability</td>
<td>$ 100,000 Statutory Workmen's Compensation</td>
</tr>
<tr>
<td>2. Comprehensive General Liability</td>
<td></td>
</tr>
<tr>
<td>(a) Bodily Injury</td>
<td>$ 250,000 Each Occurrence-Premises &amp; Operations</td>
</tr>
<tr>
<td></td>
<td>$ 250,000 Each Occurrence-Completed Operations &amp; Prod.</td>
</tr>
<tr>
<td></td>
<td>$ 250,000 Each Occurrence-Contractual</td>
</tr>
<tr>
<td></td>
<td>$ 250,000 Aggregate-Completed Operations &amp; Products</td>
</tr>
<tr>
<td>(b) Personal Injury</td>
<td>$ 250,000 Each Person Aggregate</td>
</tr>
<tr>
<td></td>
<td>$ 250,000 General Aggregate</td>
</tr>
<tr>
<td>(c) Property Damage</td>
<td>$ 250,000 Each Occurrence-Premises-Operations</td>
</tr>
<tr>
<td></td>
<td>$ 250,000 Each Occurrence-Independent Contractor</td>
</tr>
<tr>
<td></td>
<td>$ 250,000 Each Occurrence-Completed Operations &amp; Prod.</td>
</tr>
<tr>
<td></td>
<td>$ 250,000 Each Occurrence-Contractual</td>
</tr>
<tr>
<td></td>
<td>$ 250,000 Aggregate</td>
</tr>
<tr>
<td></td>
<td>$ 250,000 Aggregate-Operations, Independent Contractor Products &amp; Contractual</td>
</tr>
<tr>
<td>3. Business Automobile Liability</td>
<td></td>
</tr>
<tr>
<td>(a) Bodily Injury</td>
<td>$ 250,000 Each Occurrence, $250,000 Each Person</td>
</tr>
<tr>
<td>(b) Property Damage</td>
<td>$ 250,000 Each Occurrence</td>
</tr>
<tr>
<td>4. (Other)</td>
<td></td>
</tr>
<tr>
<td>Umbrella</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

SOG-3
"Contractor shall maintain Completed Operations and Products Insurance for a period of two (2) years after final acceptance of contract."

"Coverage shall include endorsement for broad-form property damage and broad-form personal injury."

"Each Contractor agrees to assist in every manner possible in reporting and investigation of any accident, and upon request to cooperate with all interested insurance carriers in handling of any claim by securing and giving evidence and obtaining attendance of witnesses as required for any claim or suit."

"The required insurance shall be written by a company licensed to do business in the state in which the work is located, at the time the policy is issued. In addition, the company shall be acceptable to the Owner."

9. OWNER'S LIABILITY INSURANCE
   A. This insurance will be carried by Owner per Paragraph 11.2 of AIA General Conditions.

10. PROPERTY INSURANCE
    A. Amend Paragraph 11.3 of AIA General Conditions to include the following:

    "In addition to Fire and Extended Coverage insurance on completed value form, the Owner will take out, maintain and pay for standard Vandalism and Malicious Mischief Insurance, also on completed value form. This insurance shall cover the Owner and Contractors as their interests may appear at the time of loss."

    "Vandalism insurance will not cover glass breakage. Should the Contractor desire the coverage, he shall carry it at his own expense."

11. CHANGE ORDERS
    A. Add the following to Paragraph 12.1 of AIA General Conditions:

    "For Prime Contractors, any changes or additions in the work which involve extra cost and for which the additional cost is not determined by mutual agreement on a lump sum amount, shall be handled on the basis of net cost plus 15 percent, this percentage to include overhead and profit. 'Cost' shall include all items of material and labor, including pro rata charge for foreman, use of power tools and equipment (for the time actually used), power, bond premium, liability, compensation, insurance, and automobile insurance. Social Security Insurance, old age, and unemployment insurance may be considered as cost, but these items will not carry the 15 percent for
overhead and profit. When requested, the Contractor shall furnish evidence of net cost by means of invoices and certified time records."

"Among items to be included in overhead (not as cost) are: any insurance other than that mentioned above, superintendent in charge of the job, timekeepers, clerks, watchmen, small tools, incidental job expense, telephones, all telephone calls, and general office expense."

"The Contractor shall furnish to the Owner an itemized breakdown of quantities and prices on any changes which may be ordered. The unit price on changes which call for an addition to the contract cost shall not exceed the unit price for similar work as shown on detailed estimate which is submitted for monthly progress payment."

"Changes in the work involving credits for which a lump sum is not agreed upon, shall be made on the basis of net cost. The 15 percent for profit and overhead shall not be deducted. Unit costs for additions or deductions shall be binding upon both Contractor and owner unless the number of units involved increase or decrease the number of units shown on the original plans and specifications by more than 25 percent."

"Where a Prime Contractor seeks the work of a change order through the quotation of a subcontractor(s) the cost submitted to the Owner will list a total maximum of 25 percent overhead and profit for all contractors. Fifteen percent overhead and profit will be allowed for the contractor actually performing the work. The remaining 10 percent may be utilized for coordination of the work as determined by the Prime Contractor."

12. ARTICLE 14 TERMINATION OF CONTRACT
Add the following item:

14.3 Provisions of law pursuant to the Code of Iowa, Act to Provide for Termination of Contracts for Construction of Public Improvements when construction work or work thereon is stopped because of a National Emergency, shall apply to and become a part of this contract and shall be binding upon all parties hereto, including Subcontractors and Sureties upon any Bond given or filed in connection herewith.
General Information - The information in this Section is not to conflict but complement the General Conditions and Supplementary General Conditions. It is the intent of this Section to briefly outline the procedure for closing out the project.

1. SEMI-FINAL INSPECTION
   1.1 Contractor to inform the Owner when he believes the work is completed to the extent that the work may be checked and inspected. If the Owner concurs with this request, he will conduct a semi-final inspection and at the completion, will issue a list of work remaining to be completed or corrected.

2. APPLICATION FOR PAYMENT - NINETY PERCENT (90%)
   2.1 With the Application for Payment for ninety percent (90%) payment, the Contractor will attach the following items:
      a. Written warranties (2 copies)
      b. Tax Forms ST-172 (1 copy)
      c. As-built drawings and specifications (1 copy)
      d. Shop drawing file for Owner, if required (1 copy)

3. FINAL INSPECTION
   3.1 Owner will conduct a Final Inspection when informed by the Contractor that all work has been completed or corrected. Note: See 7A of the Supplementary General Conditions.

4. FINAL PAYMENT - ONE HUNDRED PERCENT (100%)
   4.1 After the Final Inspection has been completed by the Owner, and the work has been accepted, the Contractor may submit his request for the Final Application for Payment.
   4.2 The Contractor will attach to the Final application for Payment lien waivers from all Subcontractors and major material suppliers.
   4.3 After receiving the Final Application for Payment, the Owner will withhold payment for 30 days as per Chapter 573 of the Iowa Code.
1. GENERAL

1.1 The General Conditions and Supplementary General Conditions are considered a part of each section of the TECHNICAL SPECIFICATIONS and as such shall be binding for each section of the work insofar as they may be in any way applicable thereto in the judgment of the Architect.

1.2 The single construction contract system will be used for this project.

1.3 The Contractor shall include furnishing of all plant, labor, equipment, supplies, materials, services, and incidentals required to complete the entire work described in the specifications.

1.4 Mention herein or indication on the drawings of articles, operations, or methods required that the Contractor provide each item mentioned, indicated, or necessary as an adjunct to the item of quality or subject to qualifications noted, and perform according to conditions stated each operation prescribed.

2. CONSTRUCTION LIMITS, CONTRACTOR'S AREA AND DEPOSIT AREA

2.1 The Construction Limits shall be defined as the roof area. This area includes all area related to work.

2.2 The Contractor's Area shall be determined by the Owner. Within this area the Contractor will provide a specific area for construction office, storage buildings, materials and storage yards.

2.3 All demolition materials will be removed from the premises to a proper landfill.

3. CONSTRUCTION SCHEDULE

3.1 Construction work to proceed as soon as the new materials are available to start the work. Removal of flashing, gravel and surface asphalt will not start without the new work scheduled for immediate follow up.

3.2 All work to be completed no later than August 1, 1985.

4. PRODUCT DELIVERY, STORAGE AND HANDLING

Deliver materials dry in manufacturer's original containers bearing manufacturer's product names and directions for use.

Store in accordance with manufacturers' instructions and in a manner to avoid damage to existing construction.

Roofing felts elastomeric sheeting and insulation shall be stored in a protected area and shall not be subjected to inclement weather, such as rain or snow, or to prolonged exposure to the elements prior to final application. Roll goods and/or insulation are to be kept dry at all times. Materials stored outdoors shall be covered with a tarpaulin or similar opaque waterproof covering. Insulation stored outdoors shall be stacked on pallets at least four (4) inches above ground and covered as described.
Felts and other roll goods shall not be scraped, torn, bent, or otherwise damaged during unloading, storage or installation. Any rolls which have been bent excessively or where the backer is broken, shall not be acceptable for application.

Arrange delivery of products in accord with construction schedule. Coordinate to avoid conflict with Owner's operations, other work and conditions at the site.

Provide equipment and personnel required to unload and properly store materials by methods which prevent soiling or damage to products or packaging.

5. PROTECTION

Contractor shall take all necessary precautions to prevent water entry into the building and the roofing system during the course of the work.

Contractor shall take all necessary precautions to minimize dirt, dust, and hot bitumen drippage to the interior during the course of the work.

Roof areas crossed during work activities shall be protected by the Contractor and it shall be the Contractor's responsibility to rectify any roofs affected by his activities.

Contractor shall be responsible for the maintenance of all site-exposed surfaces in the condition in which they are found. Marred or damaged surfaces must be returned to the condition of surrounding construction at the contractor's expense.

Landscaping, berms, shrubbery, etc. shall be protected at all times. Damaged lawn and/or landscaping shall be returned to its original condition or replaced at the Contractor's expense.

6. TEMPORARY PROTECTION

The Contractor shall provide protection of materials in place or stored at the site from weather damage, theft or vandalism, and shall be responsible for losses from same.

7. SEQUENCING AND SCHEDULING

Sequence operations to avoid exposure of work on the building to the elements.

Provide protection from the elements.

Provide protection of the existing construction from damage by the work in progress.

Time deliveries and installations of various construction materials to avoid delaying the work.
8. MAINTENANCE OF TRAFFIC

Contractor shall maintain traffic on all streets adjacent to or leading to the site. Where construction operations interfere with the free movement of traffic, provide traffic controls, flagmen or similar devices to efficiently control traffic movement. Conform to requirements of authorities having jurisdiction.

Observe regulations regarding load limits, speed limits, traffic restrictions, parking and maintenance of roadways. Obtain required special permits.

9. RE-USE OF EXISTING MATERIAL

Except as specifically indicated or specified, materials and equipment removed from the existing structure shall not be used in the completed work. For material and equipment specifically indicated or specified to be re-used in the work.

Use special care in removal, handling, and reinstallation to ensure proper function in the complete work.

Arrange for removal, transportation, storage, and handling of all designated materials or equipment. Pay all costs for such work.

10. HAZARDS CONTROL

Contractor shall store volatile waste or hazardous materials in covered metal containers set aside for this purpose and remove such containers from the premises daily unless prior written approval is obtained from the owner.

During progress of the work, Contractor shall prevent accumulations of waste which create hazardous conditions and provide adequate ventilation during the use of volatile or noxious substances, and otherwise maintain the site in accord with requirements of all authorities having jurisdiction.

During progress of the work Contractor shall take special care to keep flammable substances away from open flames or electric heaters.

11. ENVIRONMENTAL-REQUIREMENTS

Contractor shall conduct all cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

During the course of the work do not:

1. Burn or bury waste materials or rubbish on the project site.

2. Dispose of waste in streams or waterways.
3. Illegally dump rubbish or debris.

4. Dispose of volatile waste such as mineral spirits, oil, paint thinner or other solvents in storm or sanitary drains.

12. REQUIREMENTS OF REGULATORY AGENCIES

Underwriters Laboratories, Inc., Class A, B, C.

Factory Mutual Laboratories Class 1.

Department of Housing and Urban Development, Federal Housing Administration (HUD/FHA).

International Conference of Building Officials (ICBO).

13. GUARANTEE

The Contractor shall submit a 15-year contractor's guarantee with his bid. The guarantee shall include material and workmanship. All else being equal, preference will be given to the contractor whose guarantee provides the most protection to the owner, membrane, flashings, and sheet metal, including but not limited to structural movement due to thermal expansion and contraction and deflection, ponding water, and ultra-violet exposure.
BUILT-UP BITUMINOUS ROOFING

THERM 200

PART 1 GENERAL

1.01 WORK INCLUDED

A. Furnished and install insulation, THERM 200 multiply roof membrane, fascia and flashings, deck repairs and roof systems as specified, misc. caulking and damproofing as specified and approved by Tremco.

1.02 SYSTEM DESCRIPTION

A. Remove all existing roof material and insulation to expose existing concrete deck.

B. Do not remove more material than can be made watertight at end of each work day.

C. Substrate shall be clean and prepared for application of insulation course.

D. Insulation course or courses shall be applied.

E. Multiple layers of Polyester built-up roofing membrane bonded with a hot melt adhesive.

F. Fascia and/or base flashing system shall be installed at perimeters.

G. Miscellaneous flashings and accessories shall be installed.

1.03 QUALITY ASSURANCE

A. Application Qualification:

1. The applicator shall be experienced with BUR membrane materials, substrate preparation and method of application.

2. The applicator shall be trained by and acceptable to the systems manufacturer.

3. The applicator must have on file with the manufacturer:
   a. Roofing Contractor Agreement
   b. Statement of current insurance coverage

B. Special Requirements of Regulating Agencies:

1. Approval by Underwriters' Laboratories, Inc.
c. Random Sampling:

1. During course of work, the Owner's Representative may secure, from containers at job site, samples of materials being used and submit them to an independent testing laboratory for comparison.

2. When test results prove that a material is not functionally equal to specified materials:
   
a. The contractor shall pay for testing.

b. The Owner will charge the Contractor a penalty of up to 20% of contract price when all work has been completed before test results become known.

c. The Owner will charge the Contractor a penalty in proportion to amount of work complete before test results become known. Remaining work shall be completed with specified materials.

1.04 REFERENCES

A. The hot melt adhesive, polyester plysheet, built-up roof assembly shall be evaluated under the following applicable standards of the American Society for Testing and Materials (ASTM).

1. Polyester Ply Sheets

   ASTM D-2178          Tensile Strength

2. Hot Melt Adhesives:

   ASTM D-36          Softening Point
   ASTM D-5           Penetration
   ASTM D-92          Flashpoint
   ASTM D-5 & D-36    Penetration Index
   ASTM D-2523        Elongation

1.05 SUBMITTALS

A. Before replacing areas of deteriorated roof decking, submit descriptive data on proposed replacement units for the Owner's approval.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Delivery of Materials:

1. Deliver materials to the job-site in new, dry, unopened and well-marked containers indicating the names of manufacturer and product.

B. Storage of Materials:

1. Polytherm must be stored in dry place or otherwise protected from water or extreme humidities.
2. All roll materials should be stored on end to prevent their becoming deformed or damaged.

3. THERMAstic must be stored in a dry place or otherwise protected from moisture and excessive heat to facilitate removal from carton and ease of handling.

4. Stack insulation on pallets at least 4" above the ground and cover with a breathable covering such as canvas.

C. Handling Materials:

1. Handle plies, sheet and insulation to avoid bending, tearing or otherwise damaging them during transportation and installation.

1.07 SITE CONDITIONS

A. Existing Conditions:

1. The building space directly under the roof area covered by this specification may be utilized for concurrent and on-going operations. These operations shall not be interrupted by the applicator unless prior written approval is received from the Owner.

B. Environmental Requirements:

1. No installation work shall be performed during rainy or inclement weather.

C. Protection of Persons and Property:

1. Initiate, maintain, and supervise all safety precautions and programs in connection with the work.

2. Take all reasonable precautions for the safety of, and provide all reasonable protection, prevent damage, injury or loss to:
   a. all employees on the work and other persons who may be affected thereby,
   b. all the work and all materials and equipment to be incorporated therein, and
   c. other property at the site or adjacent thereto.

3. Give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property, and their protection from damage, injury or loss.
4. Promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any sub-contractor, or any one for whose acts any of them may be liable, except damage or loss attributable to the acts or omissions of the Owner of his representative or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of the Contractor.

5. Provide protection so as to minimize interference with and interruption to the Owner's employees and production process.

6. Advise the Owner whenever roofing work is expected to be hazardous to the Owner's employees and production process.

7. Maintain a crewman as a floor area guard whenever roof decking is being repaired or replaced.

8. Maintain fire extinguishers within easy access whenever power tools, roofing kettles and torches are being used.

1.08 SEQUENCING/SCHEDULING

A. Install all base flashing and/or fascia system fasteners, and metal work, at least throughout the anticipated working area, each day prior to any membrane application.

B. Complete all specified carpentry and wood component installations at least throughout the anticipated working area each day prior to any roof membrane application.

1.09 ALTERNATES/ALTERNATIVES

A. Whenever a particular make of material or trade name is specified herein, it shall be regarded as being indicative of standard required. A bidder who proposes to quote on the basis of a substitute material or system shall submit to the Owner, at least five (5) days prior to scheduled bid date, the following information.

1. Written application for approval of substitute, along with explanation of why the substitute should be considered.

2. Certificate from an accredited testing laboratory comparing physical and performance attributes of substitutes with those of specified materials.

3. Smallest standard package of any adhesive, coating, mastic or sealant.

4. List of at least three (3) jobs where substitutes were used under similar conditions. These jobs shall be located within fifty (50) miles of the Owner's office; each job shall be available for inspection by the Owner's Representative.
5. Consideration will be given to only these substitutes that are approved prior to scheduled bid opening date.

1.10 WARRANTY

A. Work as specified and completed under the specification shall be covered under the Tremco Roof System Fifteen (15) Year Warranty Program.

PART 2 - PRODUCTS

2.01 MATERIAL

A. Polyester sheets shall be Poly-THERM from Tremco.

B. Hot melt interply and surfacing mastic shall be THERMastic from Tremco.

<table>
<thead>
<tr>
<th>Material Property</th>
<th>Testing Standard</th>
<th>Performance Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Softening Point</td>
<td>ASTM D-36</td>
<td>185°F - 195°F</td>
</tr>
<tr>
<td>Penetration @ 77°F</td>
<td>ASTM D-5</td>
<td>32 -45</td>
</tr>
<tr>
<td>Flash Point</td>
<td>Cleve. Open Cup</td>
<td>575°F</td>
</tr>
<tr>
<td>Penetration Index</td>
<td>ASTM D-36</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>ASTM D-5</td>
<td></td>
</tr>
<tr>
<td>Elongation</td>
<td>ASTM D-2523</td>
<td>500% @ 77°F</td>
</tr>
</tbody>
</table>

C. THERM 200 SYSTEM:

<table>
<thead>
<tr>
<th>System Property</th>
<th>Testing Standard</th>
<th>Performance Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tensile Strength</td>
<td>ASTM D-2523</td>
<td>200 lb/in @ 0°F</td>
</tr>
<tr>
<td>Thermal Shock Factor</td>
<td>NBS/NRCA</td>
<td>100°F</td>
</tr>
<tr>
<td>Puncture Resistance</td>
<td>FTMS 101-2031</td>
<td>200 lbs. through one inch to puncture</td>
</tr>
</tbody>
</table>

D. Other

1. Reinforcing membrane shall be Burmesh from Tremco.
2. Roofing mastic shall be ELS supplied by Tremco.
3. Elastomeric mastic shall be Polyroof as supplied by Tremco.
5. Insulation shall be as specified.
6. Lead sheets shall be 2-1/2 - 4 pounds square feet.

7. Mechanical fasteners accessories:
   a. Nails from any of following:
      - Hillwood Manufacturing, Cleveland, OH
      - Independent Nail, Bridgewater, MA
      - W.H. Mays, Peru, IL
      - National Nail, Grand Rapids, MI
   b. Common nails with annular or spiral shanks, and long enough to penetrate substrate timbers by at least 1 1/4 inches.
   c. Roofing nails, galvanized, 3/8" or larger heads.

8. White ceramic granules W-95 from Minnesota Mining and Manufacturing (3M).

PART 3 - EXECUTION

3.01 PREPARATION

A. Field Measurements:
   1. The applicator shall have the sole responsibility for the accuracy of all measurements, and for the estimate of material quantities required and necessary to satisfy the requirements of these specifications.

3.02 ROOF SYSTEM REMOVAL

A. Work from drains or lowest levels toward higher levels. Remove all built-up roof membrane and insulation to expose decking, wooden nailers, and curbs. Remove dust and debris from roof area and premises.

B. Remove only as much roofing as can be restored to a watertight condition each day or before showers commence. Plan work and take whatever action is necessary to prevent water entering building during roof replacement.

C. Remove dust and debris from adjacent areas and from premises.

3.03 ROOF DECK REPAIRS

A. Cast-In-Place Concrete:
   1. Chip away and remove all loose concrete until a sound base has been reached.

   2. Wherever rebars are exposed and rusting, remove all loose rust by power wire brushing.
3. When time and good drying condition permit, allow the concrete surfaces to become visibly dry. Otherwise use a propane torch to carefully force dry the surface.

4. Restore the deck to surfaces having suitably smooth contours by filling depressions with a quick-setting grout such as Unibond 275, Set 45, or other approved equal.

5. Prime all areas of exposed decking with Tremprime Q.D.

6. Unit prices for these items shall be quoted separately.

3.04 CARPENTRY

A. As directed by the Owner's Representative, replace areas of obviously rotted and otherwise deteriorated wooden nailers and cant strips.

B. As directed by the Owner's Representative, augment securement of existing base nailers to underlying structural members. Within 20 feet of outside corners, install twice as many fasteners per linear foot as installed along remaining roof edges.

C. Install wooden nailers and cant strips as required by scope of work.

D. Fasten new nailers to existing nailers with common nails, having annular or spiral shanks.

1. Nails shall be long enough to penetrate existing nailers by at least 1-1/4 inches.

2. Place nails in two rows staggered, with nails spaced in each row at 24 inches on center along each row.

3. Within 20 feet of outside corners, space nails in each row at 12 inches on center along each row.

E. Comply with other applicable recommendations of Factory Mutual Loss Prevention Data I-49.

3.05 ROOF INSULATION - INSTALLATION

A. Base Layer:

1. Insulation shall be two (2) inches of Polyurethane.

2. Work from highest level towards roof drains of low areas.

3. Install and secure a base layer of the specified insulation to the existing substrate.

4. Where roof decking changes place, chamfer panel edges to provide close fitting joints and evenly contoured top surfaces.
5. Concrete:
   a. Prime concrete with Tremprime Q.D. and allow to dry. Embed insulation into full mopping of Type III steep asphalt.

B. Roof Insulation - Top Layer: Top layer shall be 1" fiberboard.
1. Work from highest level towards roof drains or low areas.
2. Lay panels with joint off set by at least twelve (12) inches from those in base layer.
3. Lay panels with long dimension aligned and parallel to the direction in which panels are subsequently placed.
4. Insure close fit and proper alignment of all panels.
5. Stagger insulation joints.
6. At junctions with roof penetrations and vertical surfaces, cut insulation to provide 1/4 inch clearance.
7. Install tapered fiberboard strips (1:8) around roof drains to provide inclines from top insulation surfaces to drain rims. Embed fiberboard strips with THERMastic.
8. Fit lead sheets to each drain, apply ELS or Fibermat to underlying strips and embed lead sheets.
9. No more insulation shall be placed in a day that can be covered with THERM 200.

3.06 THERM 200 ROOF MEMBRANE APPLICATION
A. Install three (3) plies of Poly-THERM, laid in shingle fashion and placed to ensure that water will flow over or parallel to, but never against, exposed edges.
1. Heat THERMastic to application temperatures in accordance with label directions.
2. At time and place of application, THERMastic shall be within 350° to 500°F.
3. Use 12" and 24" wide plies to start and finish roof membrane along roof edges and terminations.
4. Embed each ply in solid moppings or continuous spreads of THERMastic at 2.5 gallons (approximately 22 lbs.) per 100 square feet per ply. Apply THERMastic no more than ten (10) feet ahead of each roll being embedded.
5. Stagger all end laps.

6. Fit plies into roof drain rims, secure clamping collars and install domes.

7. Extend plies only to top edges of cant strip along bases of parapets, walls and skylights.

8. When terminating each day's work, remove embedded and loose gravel from adjacent 12" wide areas of existing roof membrane and install temporary water dams.
   
   a. Use non-perforated, saturated organic felts embedded between two (2) solid moppings of THERMastic.
   
   b. Remove water dams before resuming retrofit application.

B. Temporary Tie-Ins/Night Seals:

1. All three (3) plies of the new roof will extend six (6) inches onto the existing roof system embedded into THERMastic. All edges may be stripped in, using ELS Mastic, or Polyroof. Remove the temporary tie-ins by cutting the felts evenly over the edge of the existing roof system.

3.07 FLASHING INSTALLATION

A. Wall Flashing:

1. Open joints and carefully bend up existing counterflashing.

2. Install new fiberboard cant secured firmly to wall.

3. Mop in two (2) plies PolyTHERM flashing with Tremco THERMastic at approximately five (5) gallons per 100 lineal feet per ply.

4. Bend counterflashing back in place. Secure with neoprene washer screws and caulk screw heads with Tremco Mono.

B. Expansion Joints:

1. Remove existing flashing and remove metal carefully, not bend.

2. Install new fiberboard cant, and extend Poly-THERM 200 to top of cant and trim.

3. Mop in two (2) plies Poly-THERM flashing with Tremco THERMastic at approximately five (5) gallons per 100 lineal feet per ply.

4. Reinstall existing metal securing firmly to wood curb with neoprene washer screws and caulking screw heads with Tremco Mono.
C. Projection Flashing Boot:

1. Determine the size Flash-A-Round required. The standard unit fits four (4) inch vents. If a three (3) inch size is required, insert the rubber adapter into the standard Flash-A-Round using Sheeting Bond as an adhesive. If a five (5) inch size is required, using the line on the second ring as a guide, cut-off the top bellow.

2. Trowel apply Sheeting Bond to the roof surface in an application approximately 15 inches wide. Cove the Sheeting Bond at the base of the vent and bring it approximately two (2) inches up the size the projections. Allow 20 minutes for the Sheeting Bond to flash.

3. Install Tremco Flash-A-Round over the projection and slide into place to insure that the base is securely embedded in the Sheeting Bond.

4. Tighten the clamp around the top of the Flash-A-Round base, apply Burmesh between layers of Polyroof.

5. Around the circumference of the Flash-A-Round base, apply Burmesh between layers of Polyroof.

6. The final top pour shall be applied over the base of the Flash-A-Round.

3.08 MISCELLANEOUS DETAILS

A. Curb Unit:

1. Remove unit top.

2. Install new fiberboard cant.

3. Install two (2) plies Poly-THERM flashing in strict accordance to previously described Tremco specifications.

B. Drains:

1. Disassemble and remove domes and clamping collars. Clean and examine sumps and drain components. Notify the Owner's Representative of those components which are unsound.

2. As directed by the Owner's Representative, replace individual components or entire drain assemblies.

3.9 PROTECTIVE FINISH

A. When no further construction traffic is expected and the roof membrane is clean and dry, apply THERMastic at 2.5 gallons (approximately 22 lbs.) per 100 square feet and promptly cover with white ceramic granules at 60 lbs. per 100 square feet.
3.10 FIELD QUALITY CONTROL

A. Authorized Field Representative:

1. The local authorized field representative of Tremco shall make periodic job-site inspections to observe and report on job progress and quality of work in progress and work completed to date.

2. As directed by the Owner's Representative, cut not more than four (4) cores, approximately 13" x 13" each, from every newly-constructed built-up roof area to establish quality of the built-up roof system. Restore such areas to sound and watertight conditions.

3. When such core cuts disclose material deficiencies or unsound construction, the Contractor shall, at his own expense, correct deficiencies to the Owner's satisfaction.

B. Final Inspection and Approval:

1. Formal final inspection of completed work shall be made jointly by the Field Representative and Owner's Representative.

3.11 ADJUSTING AND CLEANING

A. Repair of Deficiencies:

1. Installations or details noted as deficient during Final Inspection must be repaired and corrected by the applicator, and made ready for reinspection, within five (5) working days.
RESOLUTION FIXING DATE FOR RECEIPT OF BIDS FOR RE-ROOFING AUDITORIUM, BOONE CAMPUS

RESOLVED, that sealed proposals for the re-roofing of the Auditorium, Boone Campus, 1165 Hancock Drive, Boone, Iowa, will be received at Building No. 1, Room 30, Ankeny Campus, 2006 S. Ankeny Blvd., Ankeny, Iowa, until 2:00 p.m. Daylight Savings Time, June 10, 1985, at which time and place said bids will be publicly opened and read aloud.

BE IT FURTHER RESOLVED that the Secretary of the Board of Directors give notice of said letting as required by law.

PASSED AND APPROVED THIS 21st DAY OF MAY, 1985.

[Signature]
President, Board of Directors

ATTEST:

[Signature]
Secretary, Board of Directors
DATE: May 10, 1985
TO: Helen Minor - Board Secretary
FROM: Don Zuck - Manager, Business Services
RE: Installation of Underground Duct

The subject project bidding documents are complete and ready to present to the Board for their approval.

We will be requesting Board approval of the two resolutions listed below, copies of which are attached:

"Resolution adopting proposed plans and specs and form of contract for Installation of Multi-Cell Coaxial Underground Duct." This resolution also establishes the hearing date to be June 18, 1985, 5:15 p.m.

"Resolution fixing date for receipt of bids for Installation of Multi-Cell Coaxial Underground Duct." Bid date to be June 12, 1985, 2:00 p.m.

The estimated cost for the project is $60,000. Funds for this project have been budgeted for FY'85-'86 within the new 10-year plant fund levy.

cc: Gene Snyders
RESOLUTION ADOPTING PROPOSED PLANS AND SPECIFICATIONS
AND FORM OF CONTRACT FOR INSTALLATION OF MULTI-CELL COAXIAL UNDERGROUND DUCT

RESOLVED, that proposed plans, specifications, form of contract, and estimated costs, for the installation of Multi-Cell Coaxial Underground Duct, are hereby adopted and placed on file in the office of the Secretary of the Board of Directors. Before any contract incorporating said plans and specifications can be issued, it is necessary to hold a public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE that at a meeting of the Board to be held at 5:15 p.m., on the 18th day of June, 1985, Ankeny, Iowa, this Board will hold a Public Hearing on the matter of the adoption of plans and specifications, form of contract, and estimated costs now on file in the office of the Secretary of the Board of Directors.

BE IT FURTHER RESOLVED that the Secretary of the Board of Directors give notice of said public hearing as required by law.

PASSED AND APPROVED THIS 21st DAY OF MAY, 1985.

President, Board of Directors

ATTEST:

Secretary, Board of Directors
RESOLUTION FIXING DATE FOR RECEIPT OF BIDS FOR
INSTALLATION OF MULTI-CELL COAXIAL UNDERGROUND DUCT

RESOLVED, that sealed proposals for the Installation of Multi-Cell Coaxial
Underground Duct will be received at Building No. 1, Room 30, Ankeny Campus,
2006 S. Ankeny Blvd., Ankeny, Iowa, until 2:00 p.m., Daylight Savings Time,
June 12, 1985, at which time and place said bids will be publicly opened and
read aloud.

BE IT FURTHER RESOLVED that the Secretary of the Board of Directors give notice
of said letting as required by law.

PASSED AND APPROVED THIS 21st DAY OF MAY, 1985.

[Signature]
President, Board of Directors

ATTEST:

[Signature]
Secretary, Board of Directors
DATE: May 8, 1985

TO: Don Zuck

FROM: Ken Brown

RE: Carroll Lease Board Agenda

Attached are two copies of our lease with Carroll Glass Company.

Please place on the May 21, 1985, Board agenda for approval of this lease.

This is for space located at 229 N. Main, Carroll, Iowa, for a period from June 1, 1985, through July 31, 1986, in the monthly amount of $1,089.38. This amount is no change from the previous year.

The reason for extending through July 31, 1986, which is two months beyond the annual lease, is to assure completion of the new building and to allow time for moving.

Attachments
This agreement made this 15th day of May, A.D., 1985, by and between Carroll Glass Co., Inc., County of Carroll, State of Iowa, hereinafter called Lessor, and Des Moines Area Community College, a public corporation of Ankeny, Polk County, Iowa, hereinafter called Lessee.

WITNESSETH: That the Lessor hereby leases to the Lessee entire building, including restrooms, of the premises situated in the City of Carroll, 229 N. Main, County of Carroll, State of Iowa, locally known as Carroll Glass Co., Inc., for the period from June 1, 1985, through July 31, 1986.

1. Lessee to pay to Lessor or his assigns at Lessor's Office, 432 East Sixth Street, Carroll, Iowa, in lawful money of the United States for the use of the said premises for the sum of $1,089.38 per month payable in advance on the first day of each month during the continuance of this lease. Lessee shall notify Lessor thirty (30) days prior to cancellation of lease.

2. Lessee to use said premises for a community college building and for instruction purposes.

3. Lessee shall not permit the said premises to be used for any unlawful purpose.

4. Lessee not to sell or assign this lease or sublet said premises or any part thereof, without the written consent of the Lessor or assigns; but in the case of the assignment of the lease, Lessee shall not be released from personal liability hereon.

5. Lessee to keep said premises in a clean and presentable condition and not to allow any refuse or debris to accumulate upon said premises.

6. Lessee shall comply with all ordinances of the above named City, rules and regulations of the Board of Health, and the laws of the State of Iowa relative to the use of the said premises. Lessee agrees to protect Lessor against any tax, charge or penalty imposed or levied against said premises on account of Lessee's failure to comply with the provision thereof, or growing out of the use of said premises by Lessee, and to protect Lessor against any and all claims of all persons growing out of the use of said premises during the terms of this lease.

7. Lessor shall have the right to place and keep and display in visible location a "For Rent" card on said premises for a period of thirty (30) days prior to expiration of this lease.

8. Lessor may resort to any remedy at law or in equity in order to enforce any right or the payment of any claim which said Lessor may have against said Lessee by virtue hereof, and if Lessor shall institute any such action, Lessee agrees to pay a reasonable attorney fee which shall be taxed as part of the costs.

9. Lessor or agents at reasonable hours may enter said premises to inspect the same or to show said property to prospective tenants or purchasers or for the purpose of making improvements thereon.

10. At the expiration of this lease, Lessee agrees to surrender possession of said premises to Lessor or assigns without further notice to quit, and in as good repair, normal wear excepted, as the same in now or may hereafter be placed.

11. TITLE TO EQUIPMENT FIXTURES

Tenant shall have the right to place and install in, on, or about the building upon the lease premises or and addition thereto, such furniture, equipment and trade fixtures, including partitions, air compressors, or other such removable equipment provided by tenant that is attached to the building proper as tenant may deem necessary or advisable and at all times during the term of this lease and upon the termination of the lease premises; provided, however, the tenant shall, and
covenants and agrees, to, make all repairs to the lease premises required by such removal.

12. No waiver of the breach of any of the terms or conditions of this lease shall constitute a waiver of any other or succeeding breach of the same or other provisions of this lease.

13. Lessee to pay 100% of electricity and 100% of heat and water.

14. Lessor to maintain the exterior of the building, roof, guttering, as in his judgment may be necessary.

15. Lessor to maintain in service the present heating unit installed in the building.

16. Lessee to maintain the interior of the building, remodeling, and all plumbing service necessary by way of repairing any leaks in the plumbing or sewer system caused by Lessee's use and remove any blockage of the toilet or lavatory drains.

17. Lessor to pay real estate taxes assessed against the property and procure such fire and extended insurance coverage as he deems necessary. Any equipment owned, maintained, or installed by the Lessee to be at Lessee's risk of loss.

18. Lessee to have the privilege of installing an identification sign on the front of the building.

19. Lessor to provide glass insurance for plate glass.

20. Lessee to keep entrance and sidewalks free of snow.

21. If Lessee wishes to renew lease for extended time, negotiations to begin sixty (60) days prior to lease expiration date.

22. Each party hereby releases the other from liability due to damage to property of each party and loss of rental values resulting from fire or other risks normally insured against. Such release extends to all insured risks regardless of negligence on the part of one of the parties, its agents, or employees.

IN WITNESS WHEREOF the parties hereunto have subscribed their names the day and year first above written.

Lessor

Carroll Law

By: Josette Panz

Lessee

Des Moines Area Community College

President, Board of Directors

State of Iowa

County of Carroll

On this 7th day of May, 1985, before me, the undersigned, a Notary Public in and for Carroll County, Iowa, personally appeared Harold Danner to me known to be the person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

Attest: Helen A. Mines

Secretary, Board of Directors

NOTARY PUBLIC IN AND FOR CARROLL COUNTY, IOWA. My commission expires 8-1985

MAY 10 1985

PLANT SERVICES
The undersigned, being first duly sworn, on oath states that he/she is the

Classified Auditing Supervisor

of Des Moines Register and Tribune Company, a corporation duly organized and
existing under the laws of the State of Iowa, with its principal place of business in
Des Moines, Iowa, the publisher of

THE DES MOINES REGISTER (Daily)

DES MOINES SUNDAY REGISTER

newspapers of general circulation printed and published in the City of Des Moines,
Polk County, Iowa; and that an advertisement, a printed copy of which is attached
as Exhibit "A" and made a part of this affidavit, was printed and published in

The Des Moines Register (daily) the following dates

May 28, 1985

in Des Moines Sunday Register on

The affiant states that all of the facts set forth in the foregoing affidavit are
true as he/she verily believes.

Subscribed and sworn to before me by said affiant this 12th day of

June 19, 1985

Mary E. Sullivan
Notary Public in and for Polk County, Iowa
STATE OF IOWA, COUNTY OF POLK, SS.

NOTICE OF INTENTION TO ISSUE NEW JOBS TRAINING CERTIFICATES (B. W. JOHNSON MFG. CO. PROJECT) OF THE DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of the Des Moines Area Community College intends to issue in the manner required by law not to exceed $16,500 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (B. W. Johnson Mfg. Co. Project). The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of a new jobs training program to educate and train workers for new jobs at B. W. Johnson Mfg. Co. in Des Moines, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the board of directors in proposing to issue the certificates. The action of the board of directors in determining to issue the certificates is final and conclusive unless the district court finds that the board of directors has exceeded its legal authority. An action shall not be brought which questions the legality of the certificates, the power of the board of directors to issue the certificates, the effectiveness of any proceedings relating to the authorization of the project, or the authorization and issuance of the certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 280B of the Iowa Code.

By Order of the Board of Directors

Helen M. Minor
Secretary of the Board of Directors

Published in the Business Record on June 3, 1985.

AFFIDAVIT OF PUBLICATION

I, ___________________________ Connie Wimer ____________________________, on oath depose and say that I am publisher of the Business Record, a newspaper of general circulation having a bona fide paid circulation recognized by the Postal Laws of the United States; established and published regularly and wholly in the English language and mailed through the post office of current entry for more than two years in the City of Des Moines, Polk County, Iowa; and that the attached notice was published in said newspaper on:

JUNE 3, 1985

[Signature]

Subscribed and sworn to before me by ___________________________ Connie Wimer ____________________________

this ______ 4TH day of ____________, A.D. 1985

__________________________ Kathy Ehrlichman
Notary Public in and for Polk County, Iowa

Statutory Publication Fee, $ ____________ 27.76

Paid by ____________________________

Date ____________________________ BUSINESS RECORD

By ____________________________
The Board of Directors of the Des Moines Area Community College met in regular session on the 21st day of May, 1985, at five o'clock p.m., in the Board Room of the Administration Building, in Ankeny, Iowa. The meeting was called to order and there were present Jasper M. Risdal, President of the Board, in the chair, and the following named Board Members:

Devere Bendixen, Susan Clouser, Eldon Leonard, Ted Nemmers, Herbert Ritland, Donald Rowen, Douglas Shull

Absent: Lloyd Courter

Matters were discussed concerning a new jobs training agreement between the College and B. W. Johnson Mfg. Co. Following a discussion of the proposal, Board Member Donald Rowen introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates and Directing the Publication of a Notice of Intention to Issue Not to Exceed $16,500 Aggregate Principal Amount of New Jobs Training Certificates (B. W. Johnson Mfg. Co. Project) of the Des Moines Area Community College"; and moved its adoption. The motion was seconded by Board Member Ted Nemmers. After due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

Ayes: Bendixen, Clouser, Leonard, Nemmers, Risdal, Ritland, Rowen, Shull

Nays: NONE

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

Attest:

President of the Board of Directors

Secretary of the Board of Directors
RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECU­TION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIF­ICATES AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED $16,500 AGGREGATE PRIN­CIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (B. W. JOHNSON MFG. CO. PROJECT) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, The Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 280B of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with B. W. Johnson Mfg. Co. (hereinafter referred to as the "Company"), pursuant to the provisions of the Act for the purpose of establishing a job training program (hereinafter referred to as the "Project") to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the project, including necessary expenses incidental thereto, will require the issuance by the College of not to exceed $16,500 aggregate principal amount of its New Jobs Training Certificates pursuant to the pro­visions of the Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed $16,500 New Jobs Training Certificates (B. W. Johnson Mfg. Co. Project) of the College (the "Certificates"); and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act, all as required and provided for by Section 280B.6 of the Act; and
WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit A attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the project for which the certificates are to be issued, by publication at least once in two legal newspapers, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:
NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(B. W. JOHNSON MFG. CO. PROJECT)
OF THE DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of the Des Moines Area Community College intends to issue in the manner required by law not to exceed $16,500 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (B. W. Johnson Mfg. Co. Project). The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of a new jobs training program to educate and train workers for new jobs at B. W. Johnson Mfg. Co. in Des Moines, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the board of directors in proposing to issue the certificates. The action of the board of directors in determining to issue the certificates is final and conclusive unless the district court finds that the board of directors has exceeded its legal authority. An action shall not be brought which questions the legality of the certificates, the power of the board of directors to issue the certificates, the effectiveness of any proceedings relating to the authorization of the project, or the authorization and issuance of the certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 280B of the Iowa Code.

By Order of the Board of Directors

______________________________
Secretary of the Board of Directors
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit A attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit A attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law of not to exceed $16,500 of New Jobs Training Certificates (B. W. Johnson Mfg. Co. Project), the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 21st day of May, 1985.

President of the Board of Directors

Attest:

Secretary of the Board of Directors
STATE OF IOWA )
COUNTY OF POLK )

I, Helen M. Minor, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on May 21, 1985, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 21st day of May, 1985.

Secretary of the Board of Directors

D.20/152-157
INDUSTRIAL NEW JOBS TRAINING AGREEMENT

between

Des Moines Area Community College
Ankeny, Iowa

and


Dated as of April 30, 1985

Relating to
a new jobs training program
in the amount of $10,060
financed from

Des Moines Area Community College
New Jobs Training Certificates
This Training Agreement (the "Agreement") made and entered into as of April 30, 1985 between Des Moines Area Community College, Ankeny, Iowa (the "Area School") and B. W. Johnson Mfg. Co. a Missouri corporation (the "Employer"), under the following circumstances:

A. Pursuant to Chapter 280B of Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs.

B. The Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

REPRESENTATIONS

Section 1.1. Representations of the Area School. The Area School represents and covenants that: (a) it is duly organized and validly existing under the laws of the State of Iowa; (b) it is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder; (c) it is empowered to enter into the transactions contemplated by this Agreement; and (d) it will do all things in its power required of it in order to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Employer. The Employer represents and covenants that:

(a) It is a Missouri corporation.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments given by the Employer to secure the Certificates (hereinafter described and referred to herein as the "Certificates") and to enter into and carry out the
transactions contemplated herein. Such execution, delivery of performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Company is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.

(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate/intrastate commerce for the purpose of providing services in interstate commerce.

ARTICLE II
PROJECT; PROGRAM SERVICES

Section 2.1. The "Project" shall consist of the program services described and the on-the-job training program described on Exhibit "A" entitled "New Jobs Training Program". Exhibit "A" is incorporated herein by reference. Exhibit "A" shows the number of employees, areas of training, training period and estimated costs. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer relating to the Project.

Section 2.2. The Employer represents and agrees that the Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project.
Section 2.3. The Area School agrees to provide the Program Services. It is understood and agreed that the Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit A.

Section 2.4. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project including principal and interest on the Certificates. The costs shall be paid from new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project.

Section 2.5. The term of this Agreement shall be for not to exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project costs are deferred.

Section 2.6. The Area School may revise the training curriculum from time to time with the consent of the Employer; provided that no revision shall be made which would change the Project to other than purposes permitted by the Act; provided, however, that this Agreement shall not terminate until the Certificates have been paid in full.

Section 2.7. The Certificates will be issued pursuant to a resolution adopted by the Board of Directors of the Area School in the aggregate principal amount, bearing interest, maturing and being redeemable as set forth in such resolution.

The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a Project Fund established by the Area School. Pending disbursement, the proceeds so deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the resolution authorizing the Certificates.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of such Project in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefor from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. Provided, however, that the Employer will be entitled to reimbursement of its own funds from the Project Fund when a surplus is attained in such fund and not needed to satisfy the debt service requirements on the Certificates.
ARTICLE III
PAYMENTS; SECURITY

Section 3.1. The Employer shall make, or cause to be made, payments on or before each principal and interest payment date until the principal and premium, if any, and interest on the Certificates shall have been paid, by paying, or causing to be paid, to the Area School, as payments hereunder, an amount equal to the amount payable as installments of principal (whether at maturity or by redemption) and premium, if any, and interest on the Certificates on such principal and interest payment date.

In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest and any premium of the Certificates as and when due.

Section 3.2. The Employer shall make, or cause to be made, from the sources described in Section 2.4 hereof, all payments directly to the Area School at its principal office for application to the payment of the corresponding installments of principal and premium, if any, and interest on the Certificates. The parties shall agree upon a payment schedule prior to the issuance of Certificates.

Section 3.3. The obligation of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments and compliance by the Employer with all the terms, provisions and conditions hereof, Employer agrees that the new jobs credit from withholding, as defined and described in Section 5 of the Act, and the incremental property taxes, as defined and described in Section 4 of the Act, shall be pledged for payment of the principal of and premium, if any, and interest on the Certificates. To the extent required by the Act, the Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.
EVENT OF DEFAULT AND REMEDIES

Section 4.1. Events of Default. Each of the following shall be an "event of default" hereunder:

(a) The Employer shall fail to pay any required payment on or prior to the date on which such payment is due and payable and continuing for more than five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30) days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undischissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.

(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration
shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE V

MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed
to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

Area School: Joseph A. Borgen, Ph.D.
President
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50021

209 S.W. 11th Street
Des Moines, Iowa 50309

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may otherwise be necessary to enforce or secure payment of the principal or premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or
invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. To further secure the payment of principal or premium, if any, and interest on the Certificates, the Employer shall, if requested by the Area School, prior to the sale and issuance of the Certificates, cause to be provided to the Area School a guarantee of such payments by the Employer (or a letter-of-credit from a financial institution) in form and content acceptable to the Area School.

Section 5.8. The Area School and the Employer agree to use their best efforts to sell and issue the Certificates and the Employer will cooperate with the Area School to provide necessary financial information in connection with the sale of the Certificates. The parties shall agree upon a repayment schedule prior to the issuance of Certificates. It is understood and agreed that should the Certificates not be marketed or marketable within a reasonable time that this Agreement shall terminate and the Project shall be terminated by mutual agreement of the parties.

Section 5.9. The Employer covenants that it shall take such action or shall refrain from taking any action as shall be necessary to maintain the exemption from Federal income taxes of the interest on the Certificates.

Section 5.10. The Employer agrees to keep the facilities for which the Project has been established continuously insured in an amount at least equal to the total amount of the Certificates outstanding insuring the facilities against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore the facilities to their former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.
Section 5.11. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names, all as of the date hereinabove written.

DES MOINES AREA COMMUNITY COLLEGE

By_________________________________________

ATTEST:

___________________________________________

B. W. JOHNSON MFG. CO.

By__________________________________________

(Seal)

ATTEST:

___________________________________________

D.20/159-168
INDUSTRIAL NEW JOBS
TRAINING AGREEMENT

between

Des Moines Area Community College

and

B. W. Johnson

Dated as of April 30, 1985

Relating to

$10,060

Des Moines Area Community College,

Des Moines, Iowa

Des Moines Area Community College
Industrial New Jobs Training Certificates
(B. W. Johnson)
Series 1985
TO: B. W. Johnson Manufacturing Company
FROM: Des Moines Area Community College
Economic Development Group
RE: Training Program

We are pleased to be part of a training program that creates new jobs for the Greater Des Moines area and congratulate B. W. Johnson Manufacturing Company, Des Moines, on the expansion of your plant. B. W.'s investment in the central Iowa economy will be mutually beneficial to the company and the community. The 1983 Iowa Legislature's progressive legislation enables the Des Moines Area Community College and B. W. Johnson to jointly plan and deliver a training program that will be partially financed by revenue generated from the Iowa income, real estate, and equipment tax generated from the new jobs and facility expansion by investment. House File 623 is an incentive for companies to create new jobs and we are pleased you are taking part in the incentive.

Through the joint efforts of B. W. Johnson and Des Moines Area Community College training program consultants, we have generated the attached training program. The training program has the following objectives:

1. To acquaint and train 20 employees in mold and die making and positions directly related to drafting. The 20 positions are new to the manufacturing plant in Des Moines, Iowa, and represent 20 new jobs to the State of Iowa and are as follows:

   a. 1 office manager
   b. 1 office sales/service
   c. 1 office secretarial
   d. 2 sales & service
   e. 2 commercial artists
   f. 3 typesetters
   g. 3 vulcanizers
   h. 2 premounters
   i. 5 cutting die makers
2. Orient new employees to B. W. Johnson's management personnel, rules and regulations, benefits, and provide awareness of physical plant layout.

3. Implement a quality control system to all employees at all levels.

4. Utilize B. W. Johnson's staff to deliver a training program which will include both theoretical and practical concepts.

5. Stress the importance of accuracy and accountability.

6. Accomplish self-sufficiency of trainees to analyze and improve quality.

These objectives will be met by utilizing the training personnel from B. W. Johnson and funds generated under the provision of House File 623.

The attached training program details the description of training units and provides a training timetable.

Des Moines Area Community College is pleased to be a part of this new jobs incentive training program. We look forward to developing further training with you as a part of your ongoing training program.

pr
Attachments
## AVAILABLE JOBS

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Number of Jobs</th>
<th>DOT #</th>
<th>SUP #</th>
<th>Hourly Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Manager</td>
<td>1</td>
<td>169.167-034</td>
<td>#7</td>
<td>$9.50</td>
</tr>
<tr>
<td>Office Sales/Service</td>
<td>1</td>
<td>239.367-014</td>
<td>#3</td>
<td>$6.90</td>
</tr>
<tr>
<td>Office Secretarial</td>
<td>1</td>
<td>201.362-030</td>
<td>#6</td>
<td>$5.00</td>
</tr>
<tr>
<td>Salesman</td>
<td>2</td>
<td>254.357-018</td>
<td>#6</td>
<td>$9.15</td>
</tr>
<tr>
<td>Commercial Artist</td>
<td>2</td>
<td>141.061-018</td>
<td>#7</td>
<td>$6.50</td>
</tr>
<tr>
<td>Typesetter</td>
<td>3</td>
<td>650.685-010</td>
<td>#4</td>
<td>$5.50</td>
</tr>
<tr>
<td>Vulcanizer</td>
<td>3</td>
<td>556.582-010</td>
<td>#4</td>
<td>$5.50</td>
</tr>
<tr>
<td>Pre-Mounters</td>
<td>2</td>
<td>979.682-010</td>
<td>#7</td>
<td>$5.50</td>
</tr>
<tr>
<td>Cutting Die Maker</td>
<td>5</td>
<td>979.281-010</td>
<td>#7</td>
<td>$6.00</td>
</tr>
</tbody>
</table>

TOTAL                                                20
DESCRIPTION OF TRAINING UNITS

1) TYPESETTER TRAINING - 250 Hours

Be able to:
A) Identify styles and/or types
B) Hand set individual styles of type into a format such as presented by the customer
C) Make a form
D) Lock up a form in a chase
E) Take a pattern, cut it out and position it into the form
F) Proof the mark up
G) Submit it to the proof reader
H) Readjust for any changes
I) Resubmit as needed

2) CUTTING DIE MAKER - 400 Hours

Be able to:
A) Understand the operation of layout making
B) Read Blueprints
C) Saw out configuration from drawing
D) Form steel rule to fit configurations
E) Drive steel rule in wood frame
F) Install injection rubber to frame
G) Place rotary die on sample maker and create a sample
H) Compare sample piece with specifications
I) Record results on standard company forms

3) VULCANIZER - 100 Hours

Be able to:
A) Receive form from typesetter and spray with silicone release
B) Apply plastic resin (Bakelite) to form and smooth out a predetermined height
C) Select from stock and cut Bakelite backer board
D) Place Bakelite form and powder into vulcanizing press
E) Determine length of time and force of pressing process
F) Remove and separate mold from form
G) Place mold in mold grinder for processing
H) Cool down and locate center lines
I) Do tooling on mold
J) Do measuring to determine floor thickness
K) Form a rubber printing plate from the mold--do charting
L) Reinsert in vulcanizer and repeat steps (D thru F)
4) COMMERCIAL ARTIST - 400 Hours

Be able to:
A) Understand the principle of mold making
B) Know and use tolerances
C) Understand design principles
D) Use a strip printer
E) Do paste up
F) Engrave on hard and soft rubber
G) Run a commercial camera
H) Touch up negatives using a shadow box
### TRAINING ACTIVITY TIMETABLE

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1985</td>
<td>1) TYPESETTER</td>
<td>2) CUTTING DIE MAKER</td>
<td>3) VULCANIZER</td>
<td>4) COMMERCIAL ARTIST</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Each of the above positions will be assigned to the plant trainer, or a supervisor for an average of approximately two hours per day.
The total available funds for training is $10,060. This amount will be reimbursed as follows:

1. The sum of $10,000 will be reimbursed to B. W. Johnson for applicable training costs for four quarters of training. The first quarter (June, July, August) eligible for training reimbursement will begin June 1, 1985. With the first payment to be made on/or about September 15, 1985. The remaining three payments will be made on/or about December 15, 1985 (Sept. Oct. Nov.) March 15, 1986 (Dec. Jan. Feb.) and June 15, 1986 (March, April, May).

2. These funds will be paid by DMACC to B. W. Johnson upon receipt and verification of training costs incurred by B. W. Johnson. The training costs can include, but not limited to, instructor/supervisor salary for in-plant training and on-the-job training.
INDUSTRIAL NEW JOBS TRAINING AGREEMENT

between

Des Moines Area Community College
Ankeny, Iowa

and


Dated as of April 30, 1985

Relating to
a new jobs training program
in the amount of $10,060
financed from

Des Moines Area Community College
New Jobs Training Certificates
This Training Agreement (the "Agreement") made and entered into as of April 30, 1985 between Des Moines Area Community College, Ankeny, Iowa (the "Area School") and B. W. Johnson Mfg. Co. a Missouri corporation (the "Employer"), under the following circumstances:

A. Pursuant to Chapter 280B of Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs.

B. The Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

REPRESENTATIONS

Section 1.1. Representations of the Area School. The Area School represents and covenants that: (a) it is duly organized and validly existing under the laws of the State of Iowa; (b) it is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder; (c) it is empowered to enter into the transactions contemplated by this Agreement; and (d) it will do all things in its power required of it in order to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Employer. The Employer represents and covenants that:

(a) It is a Missouri corporation.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments given by the Employer to secure the Certificates (hereinafter described and referred to herein as the "Certificates") and to enter into and carry out the
transactions contemplated herein. Such execution, delivery of performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Company is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.

(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate/intrastate commerce for the purpose of providing services in interstate commerce.

ARTICLE II

PROJECT; PROGRAM SERVICES

Section 2.1. The "Project" shall consist of the program services described and the on-the-job training program described on Exhibit "A" entitled "New Jobs Training Program". Exhibit "A" is incorporated herein by reference. Exhibit "A" shows the number of employees, areas of training, training period and estimated costs. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer relating to the Project.

Section 2.2. The Employer represents and agrees that the Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project.
Section 2.3. The Area School agrees to provide the Program Services. It is understood and agreed that the Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit A.

Section 2.4. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project including principal and interest on the Certificates. The costs shall be paid from new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project.

Section 2.5. The term of this Agreement shall be for not to exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project costs are deferred.

Section 2.6. The Area School may revise the training curriculum from time to time with the consent of the Employer; provided that no revision shall be made which would change the Project to other than purposes permitted by the Act; provided, however, that this Agreement shall not terminate until the Certificates have been paid in full.

Section 2.7. The Certificates will be issued pursuant to a resolution adopted by the Board of Directors of the Area School in the aggregate principal amount, bearing interest, maturing and being redeemable as set forth in such resolution.

The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a Project Fund established by the Area School. Pending disbursement, the proceeds so deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the resolution authorizing the Certificates.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of such Project in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefor from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. Provided, however, that the Employer will be entitled to reimbursement of its own funds from the Project Fund when a surplus is attained in such fund and not needed to satisfy the debt service requirements on the Certificates.
ARTICLE III
PAYMENTS; SECURITY

Section 3.1. The Employer shall make, or cause to be made, payments on or before each principal and interest payment date until the principal and premium, if any, and interest on the Certificates shall have been paid, by paying, or causing to be paid, to the Area School, as payments hereunder, an amount equal to the amount payable as installments of principal (whether at maturity or by redemption) and premium, if any, and interest on the Certificates on such principal and interest payment date.

In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest and any premium of the Certificates as and when due.

Section 3.2. The Employer shall make, or cause to be made, from the sources described in Section 2.4 hereof, all payments directly to the Area School at its principal office for application to the payment of the corresponding installments of principal and premium, if any, and interest on the Certificates. The parties shall agree upon a payment schedule prior to the issuance of Certificates.

Section 3.3. The obligation of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments and compliance by the Employer with all the terms, provisions and conditions hereof, Employer agrees that the new jobs credit from withholding, as defined and described in Section 5 of the Act, and the incremental property taxes, as defined and described in Section 4 of the Act, shall be pledged for payment of the principal of and premium, if any, and interest on the Certificates. To the extent required by the Act, the Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.
EVENT OF DEFAULT AND REMEDIES

Section 4.1. Events of Default. Each of the following shall be an "event of default" hereunder:

(a) The Employer shall fail to pay any required payment on or prior to the date on which such payment is due and payable and continuing for more than five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30) days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.

(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration
shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE V

MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed
to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

Area School: Joseph A. Borgen, Ph.D.
President
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50021

209 S.W. 11th Street
Des Moines, Iowa 50309

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may otherwise be necessary to enforce or secure payment of the principal or premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or
invalid, such illegality or invalidity shall not affect any other
provision or any other covenant, stipulation, obligation, agree­
ment, act or action or part thereof, made, assumed, entered into,
or taken, each of which shall be construed and enforced as if
such illegal or invalid portion were not contained herein. Nor
shall such illegality or invalidity or any application thereof
affect any legal and valid application thereof, and each such
provision, covenant, stipulation, obligation, agreement, act or
action, or part shall be deemed to be effective, operative, made,
entered into or taken in the manner and to the full extent per­
mitted by law.

Section 5.6. This Agreement shall be governed exclusively
by and construed in accordance with the laws of the State of
Iowa.

Section 5.7. To further secure the payment of principal or
premium, if any, and interest on the Certificates, the Employer
shall, if requested by the Area School, prior to the sale and
issuance of the Certificates, cause to be provided to the Area
School a guarantee of such payments by the Employer (or a letter­
of-credit from a financial institution) in form and content
acceptable to the Area School.

Section 5.8. The Area School and the Employer agree to use
their best efforts to sell and issue the Certificates and the
Employer will cooperate with the Area School to provide necessary
financial information in connection with the sale of the Certi­
ficates. The parties shall agree upon a repayment schedule prior
to the issuance of Certificates. It is understood and agreed
that should the Certificates not be marketed or marketable within
a reasonable time that this Agreement shall terminate and the
Project shall be terminated by mutual agreement of the parties.

Section 5.9. The Employer covenants that it shall take such
action or shall refrain from taking any action as shall be
necessary to maintain the exemption from Federal income taxes of
the interest on the Certificates.

Section 5.10. The Employer agrees to keep the facilities for
which the Project has been established continuously insured in an
amount at least equal to the total amount of the Certificates
outstanding insuring the facilities against loss or damage by
fire, lightning, such other perils as are covered by standard
"extended coverage" endorsements, vandalism and malicious mischief
and containing customary loss deductible provisions. If loss or
damage occurs and the Employer determines not to rebuild or
restore the facilities to their former condition, the Employer
agrees to cause the insurance proceeds to be applied to the
payment of principal and interest on the Certificates.
Section 5.11. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names, all as of the date hereinafore written.

DES MOINES AREA COMMUNITY COLLEGE

By

ATTEST:

(Seal)

ATTEST:

B. W. JOHNSON MFG. CO.

By

D. 20/159-168
INDUSTRIAL NEW JOBS
TRAINING AGREEMENT

between

Des Moines Area Community College

and

B. W. Johnson

Dated as of April 30, 1985

Relating to
$10,060
Des Moines Area Community College,
Des Moines, Iowa

Des Moines Area Community College
Industrial New Jobs Training Certificates
(B. W. Johnson)
Series 1985
TO: B. W. Johnson Manufacturing Company

FROM: Des Moines Area Community College
      Economic Development Group

RE: Training Program

We are pleased to be part of a training program that creates new jobs for the Greater Des Moines area and congratulate B. W. Johnson Manufacturing Company, Des Moines, on the expansion of your plant. B. W.'s investment in the central Iowa economy will be mutually beneficial to the company and the community. The 1983 Iowa Legislature's progressive legislation enables the Des Moines Area Community College and B. W. Johnson to jointly plan and deliver a training program that will be partially financed by revenue generated from the Iowa income, real estate, and equipment tax generated from the new jobs and facility expansion by investment. House File 623 is an incentive for companies to create new jobs and we are pleased you are taking part in the incentive.

Through the joint efforts of B. W. Johnson and Des Moines Area Community College training program consultants, we have generated the attached training program. The training program has the following objectives:

1. To acquaint and train 20 employees in mold and die making and positions directly related to drafting. The 20 positions are new to the manufacturing plant in Des Moines, Iowa, and represent 20 new jobs to the State of Iowa and are as follows:

   a. 1 office manager
   b. 1 office sales/service
   c. 1 office secretarial
   d. 2 sales & service
   e. 2 commercial artists
   f. 3 typesetters
   g. 3 vulcanizers
   h. 2 premounters
   i. 5 cutting die makers
2. Orient new employees to B. W. Johnson's management personnel, rules and regulations, benefits, and provide awareness of physical plant layout.

3. Implement a quality control system to all employees at all levels.

4. Utilize B. W. Johnson's staff to deliver a training program which will include both theoretical and practical concepts.

5. Stress the importance of accuracy and accountability.

6. Accomplish self-sufficiency of trainees to analyze and improve quality.

These objectives will be met by utilizing the training personnel from B. W. Johnson and funds generated under the provision of House File 623.

The attached training program details the description of training units and provides a training timetable.

Des Moines Area Community College is pleased to be a part of this new jobs incentive training program. We look forward to developing further training with you as a part of your ongoing training program.
<table>
<thead>
<tr>
<th>Job Title</th>
<th>Number of Jobs</th>
<th>DOT #</th>
<th>SUP #</th>
<th>Hourly Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Manager</td>
<td>1</td>
<td>169.167-034</td>
<td>#7</td>
<td>$9.50</td>
</tr>
<tr>
<td>Office Sales/Service</td>
<td>1</td>
<td>239.367-014</td>
<td>#3</td>
<td>$6.90</td>
</tr>
<tr>
<td>Office Secretarial</td>
<td>1</td>
<td>201.362-030</td>
<td>#6</td>
<td>$5.00</td>
</tr>
<tr>
<td>Salesman</td>
<td>2</td>
<td>254.357-018</td>
<td>#6</td>
<td>$9.15</td>
</tr>
<tr>
<td>Commerical Artist</td>
<td>2</td>
<td>141.061-018</td>
<td>#7</td>
<td>$6.50</td>
</tr>
<tr>
<td>Typesetter</td>
<td>3</td>
<td>650.685-010</td>
<td>#4</td>
<td>$5.50</td>
</tr>
<tr>
<td>Vulcanizer</td>
<td>3</td>
<td>556.582-010</td>
<td>#4</td>
<td>$5.50</td>
</tr>
<tr>
<td>Pre-Mounters</td>
<td>2</td>
<td>979.682-010</td>
<td>#7</td>
<td>$5.50</td>
</tr>
<tr>
<td>Cutting Die Maker</td>
<td>5</td>
<td>979.281-010</td>
<td>#7</td>
<td>$6.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
DESCRIPTION OF TRAINING UNITS

1) TYPESETTER TRAINING - 250 Hours

Be able to:
A) Identify styles and/or types
B) Hand set individual styles of type into a format such as presented by the customer
C) Make a form
D) Lock up a form in a chase
E) Take a pattern, cut it out and position it into the form
F) Proof the mark up
G) Submit it to the proof reader
H) Readjust for any changes
I) Resubmit as needed

2) CUTTING DIE MAKER - 400 Hours

Be able to:
A) Understand the operation of layout making
B) Read Blueprints
C) Saw out configuration from drawing
D) Form steel rule to fit configurations
E) Drive steel rule in wood frame
F) Install injection rubber to frame
G) Place rotary die on sample maker and create a sample
H) Compare sample piece with specifications
I) Record results on standard company forms

3) VULCANIZER - 100 Hours

Be able to:
A) Receive form from typesetter and spray with silicone release
B) Apply plastic resin (Bakelite) to form and smooth out a predetermined height
C) Select from stock and cut Bakelite backer board
D) Place Bakelite form and powder into vulcanizing press
E) Determine length of time and force of pressing process
F) Remove and separate mold from form
G) Place mold in mold grinder for processing
H) Cool down and locate center lines
I) Do tooling on mold
J) Do measuring to determine floor thickness
K) Form a rubber printing plate from the mold—do charting
L) Reinsert in vulcanizer and repeat steps (D thru F)
4) COMMERCIAL ARTIST - 400 Hours

Be able to:
A) Understand the principle of mold making
B) Know and use tolerences
C) Understand design principles
D) Use a strip printer
E) Do paste up
F) Engrave on hard and soft rubber
G) Run a commercial camera
H) Touch up negatives using a shadow box
TRAINING ACTIVITY TIMETABLE

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1) TYPESETTER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2) CUTTING DIE MAKER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3) VULCANIZER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4) COMMERCIAL ARTIST</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Each of the above positions will be assigned to the plant trainer, or a supervisor for an average of approximately two hours per day.
The total available funds for training is $10,060. This amount will be reimbursed as follows:

1. The sum of $10,000 will be reimbursed to B. W. Johnson for applicable training costs for four quarters of training. The first quarter (June, July, August) eligible for training reimbursement will begin June 1, 1985. With the first payment to be made on/or about September 15, 1985. The remaining three payments will be made on/or about December 15, 1985 (Sept. Oct. Nov.) March 15, 1986 (Dec. Jan. Feb.) and June 15, 1986 (March, April, May).

2. These funds will be paid by DMACC to B. W. Johnson upon receipt and verification of training costs incurred by B. W. Johnson. The training costs can include, but not limited to, instructor/supervisor salary for in-plant training and on-the-job training.
COPY OF ADVERTISEMENT
Exhibit “A”

STATE OF IOWA
SS.

POLK COUNTY

The undersigned, being first duly sworn, on oath states that he/she is the
Classified Auditing Supervisor__________
of Des Moines Register and Tribune Company, a corporation duly organized and
existing under the laws of the State of Iowa, with its principal place of business in
Des Moines, Iowa, the publisher of

THE DES MOINES REGISTER (Daily)

newspapers of general circulation printed and published in the City of Des Moines,
Polk County, Iowa; and that an advertisement, a printed copy of which is attached
as Exhibit “A” and made a part of this affidavit, was printed and published in

The Des Moines Register (daily) the following dates

May 28, 1985

in Des Moines Sunday Register on

The affiant states that all of the facts set forth in the foregoing affidavit are
true as he/she verily believes.

Scott Wauer

Subscribed and sworn to before me by said affiant this 12th day of
June 1985

Mary E. Stiefler
Notary Public in and for Polk County, Iowa
STATE OF IOWA, County of Polk, ss.

NOTICE OF INTENTION TO ISSUE NEW JOBS TRAINING CERTIFICATES (MID-CENTRAL PLASTICS, INC. PROJECT) OF THE DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of the Des Moines Area Community College intends to issue in the manner required by law not to exceed $98,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Mid-Central Plastics, Inc. Project). The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of a new jobs training program to educate and train workers for new jobs at Mid-Central Plastics, Inc. in West Des Moines, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the board of directors in proposing to issue the certificates. The action of the board of directors in determining to issue the certificates is final and conclusive unless the district court finds that the board of directors has exceeded its legal authority. An action shall not be brought which questions the legality of the certificates, the power of the board of directors to issue the certificates, the effectiveness of any proceedings relating to the authorization of the project, or the authorization and issuance of the certificates from and after fifteen days from the publication of this notice.

This Notice is published pursuant to the provisions of Chapter 280B of the Iowa Code.

By Order of the Board of Directors
Helen M. Minor
Secretary of the Board of Directors
Published in the Business Record on June 3, 1985.

I, _________________, on oath deposite and say that I am publisher of the Business Record, a newspaper of general circulation having a bona fide paid circulation recognized by the Postal Laws of the United States; established and published regularly and wholly in the English language and mailed through the post office of current entry for more than two years in the City of Des Moines, Polk County, Iowa; and that the attached notice was published in said newspaper on:

JUNE 3, 1985

Connie Wimer

Subscribed and sworn to before me by _________________

this ________________ day of ______________, A.D. 1985

Kathy Ehrlichman

Notary Public in and for Polk County, Iowa

Statutory Publication Fee, $ 28.46

Paid by _________________

Date ________________

BUSINESS RECORD
The Board of Directors of the Des Moines Area Community College met in regular session on the 21st day of May, 1985, at five o'clock p.m., in the Board Room of the Administration Building, in Ankeny, Iowa. The meeting was called to order and there were present Jasper M. Risdal, President of the Board, in the chair, and the following named Board Members:

De Vere Bendixen, Susan Clouser, Eldon Leonard, Ted Nemmers, Herbert Ritland, Donald Rowen, Douglas Shull

Absent: Lloyd Courier

Matters were discussed concerning a new jobs training agreement between the College and Mid-Central Plastics, Inc. Following a discussion of the proposal, Board Member D. Rowen introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates and Directing the Publication of a Notice of Intention to Issue Not to Exceed $88,000 Aggregate Principal Amount of New Jobs Training Certificates (Mid-Central Plastics, Inc. Project) of the Des Moines Area Community College"; and moved its adoption. The motion was seconded by Board Member D. Bendixen. After due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

Ayes: Bendixen, Clouser, Shull, Leonard, Nemmers, Risdal, Ritland, Rowen

Nays: NONE

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

** * ** *

Attest:

[Signature]

President of the Board of Directors

[Signature]

Secretary of the Board of Directors
RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECU-
TION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT,
INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL
ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFI-
CATES AND DIRECTING THE PUBLICATION OF A NOTICE OF
INTENTION TO ISSUE NOT TO EXCEED $88,000 AGGREGATE PRIN-
CIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (MID-
CENTRAL PLASTICS, INC. PROJECT) OF THE DES MOINES AREA
COMMUNITY COLLEGE.

WHEREAS, The Des Moines Area Community College (hereinafter
referred to as the "College"), is an area community college and a
body politic organized and existing under the laws of the State
of Iowa, and is authorized and empowered by Chapter 280B of the
Code of Iowa, as amended (hereinafter referred to as the "Act"),
to issue New Jobs Training Certificates and use the proceeds from
the sale of said Certificates to defray all or a portion of the
cost of a "New Jobs Training Program" as that term is defined in
the Act, including the program costs, the purpose of which is to
encourage industry and trade to locate and expand within the
State of Iowa (the "State") in order to create jobs and
employment opportunities and to improve the economic welfare of
the residents of the State; and

WHEREAS, the College has undertaken negotiations with respect
to a New Jobs Training Program with Mid-Central Plastics, Inc.
(hereinafter referred to as the "Company"), pursuant to the pro-
visions of the Act for the purpose of establishing a job training
program (hereinafter referred to as the "Project") to educate and
train workers for new jobs with the Company at its facilities
located or to be located in the merged area served by the
College, which Project will be beneficial to the Company and the
College; and

WHEREAS, the College has determined that the amount necessary
to defray all or a portion of the cost of the project, including
necessary expenses incidental thereto, will require the issuance
by the College of not to exceed $88,000 aggregate principal
amount of its New Jobs Training Certificates pursuant to the pro-
visions of the Act; and

WHEREAS, it is proposed to finance the cost of the Project
through the issuance of not to exceed $88,000 New Jobs Training
Certificates (Mid-Central Plastics, Inc. Project) of the College
(the "Certificates"); and

WHEREAS, before the Certificates may be issued, it is
necessary to publish a notice of the proposal to issue new jobs
training certificates and the right to appeal the decision of the
Board of Directors of the College to issue the Certificates pur-
suant to the provisions of the Act, all as required and provided
for by Section 280B.6 of the Act; and
WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit A attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the project for which the certificates are to be issued, by publication at least once in two legal newspapers, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:
NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(MID-CENTRAL PLASTICS, INC. PROJECT)
OF THE DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of the Des Moines Area Community College intends to issue in the manner required by law not to exceed $88,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Mid-Central Plastics, Inc. Project). The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of a new jobs training program to educate and train workers for new jobs at Mid-Central Plastics, Inc. in West Des Moines, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the board of directors in proposing to issue the certificates. The action of the board of directors in determining to issue the certificates is final and conclusive unless the district court finds that the board of directors has exceeded its legal authority. An action shall not be brought which questions the legality of the certificates, the power of the board of directors to issue the certificates, the effectiveness of any proceedings relating to the authorization of the project, or the authorization and issuance of the certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 280B of the Iowa Code.

By Order of the Board of Directors

Secretary of the Board of Directors
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit A attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit A attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law of not to exceed $88,000 of New Jobs Training Certificates (Mid-Central Plastics, Inc. Project), the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 21st day of May, 1985.

[Signature]
President of the Board of Directors

Attest:

[Signature]
Secretary of the Board of Directors
STATE OF IOWA  
COUNTY OF POLK  

I, Helen M. Minor, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on May 21, 1985, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 21 day of May, 1985.

[Signature]
Secretary of the Board of Directors
EXHIBIT "A"

INDUSTRIAL NEW JOBS TRAINING AGREEMENT

between

Des Moines Area Community College
Ankeny, Iowa

and

Mid-Central Plastics, Inc.

Dated as of April 30, 1985

Relating to
a new jobs training program
in the amount of $57,536
financed from

Des Moines Area Community College
New Jobs Training Certificates
This Training Agreement (the "Agreement") made and entered into as of April 30, 1985 between Des Moines Area Community College, Ankeny, Iowa (the "Area School") and Mid-Central Plastics, Inc., an Iowa corporation (the "Employer"), under the following circumstances:

A. Pursuant to Chapter 280B of Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs.

B. The Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

REPRESENTATIONS

Section 1.1. Representations of the Area School. The Area School represents and covenants that: (a) it is duly organized and validly existing under the laws of the State of Iowa; (b) it is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder; (c) it is empowered to enter into the transactions contemplated by this Agreement; and (d) it will do all things in its power required of it in order to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Employer. The Employer represents and covenants that:

(a) It is an Iowa corporation.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments given by the Employer to secure the Certificates (hereinafter described and referred to herein as the "Certificates") and to enter into and carry out the
transactions contemplated herein. Such execution, delivery of performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Company is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.

(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate/intrastate commerce for the purpose of providing services in interstate commerce.

ARTICLE II
PROJECT; PROGRAM SERVICES

Section 2.1. The "Project" shall consist of the program services described and the on-the-job training program described on Exhibit "A" entitled "New Jobs Training Program". Exhibit "A" is incorporated herein by reference. Exhibit "A" shows the number of employees, areas of training, training period and estimated costs. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer relating to the Project.

Section 2.2. The Employer represents and agrees that the Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project.
Section 2.3. The Area School agrees to provide the Program Services. It is understood and agreed that the Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit A.

Section 2.4. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project including principal and interest on the Certificates. The costs shall be paid from new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project.

Section 2.5. The term of this Agreement shall be for not to exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project costs are deferred.

Section 2.6. The Area School may revise the training curriculum from time to time with the consent of the Employer; provided that no revision shall be made which would change the Project to other than purposes permitted by the Act; provided, however, that this Agreement shall not terminate until the Certificates have been paid in full.

Section 2.7. The Certificates will be issued pursuant to a resolution adopted by the Board of Directors of the Area School in the aggregate principal amount, bearing interest, maturing and being redeemable as set forth in such resolution.

The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a Project Fund established by the Area School. Pending disbursement, the proceeds so deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the resolution authorizing the Certificates.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of such Project in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefor from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. Provided, however, that the Employer will be entitled to reimbursement of its own funds from the Project Fund when a surplus is attained in such fund and not needed to satisfy the debt service requirements on the Certificates.
ARTICLE III

PAYMENTS; SECURITY

Section 3.1. The Employer shall make, or cause to be made, payments on or before each principal and interest payment date until the principal and premium, if any, and interest on the Certificates shall have been paid, by paying, or causing to be paid, to the Area School, as payments hereunder, an amount equal to the amount payable as installments of principal (whether at maturity or by redemption) and premium, if any, and interest on the Certificates on such principal and interest payment date.

In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest and any premium of the Certificates as and when due.

Section 3.2. The Employer shall make, or cause to be made, from the sources described in Section 2.4 hereof, all payments directly to the Area School at its principal office for application to the payment of the corresponding installments of principal and premium, if any, and interest on the Certificates. The parties shall agree upon a payment schedule prior to the issuance of Certificates.

Section 3.3. The obligation of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments and compliance by the Employer with all the terms, provisions and conditions hereof, Employer agrees that the new jobs credit from withholding, as defined and described in Section 5 of the Act, and the incremental property taxes, as defined and described in Section 4 of the Act, shall be pledged for payment of the principal of and premium, if any, and interest on the Certificates. To the extent required by the Act, the Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.
ARTICLE IV

EVENT OF DEFAULT AND REMEDIES

Section 4.1. Events of Default. Each of the following shall be an "event of default" hereunder:

(a) The Employer shall fail to pay any required payment on or prior to the date on which such payment is due and payable and continuing for more than five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30) days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undischmissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.

(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration
shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE V

MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed
to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

**Area School:** Joseph A. Borgen, Ph.D.
President
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50021

**Employer:** Mid-Central Plastics, Inc.
2360 Grand Avenue
P.O. Box 65337
West Des Moines, Iowa 50265

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may otherwise be necessary to enforce or secure payment of the principal or premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or
invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. To further secure the payment of principal or premium, if any, and interest on the Certificates, the Employer shall, if requested by the Area School, prior to the sale and issuance of the Certificates, cause to be provided to the Area School a guarantee of such payments by the Employer (or a letter-of-credit from a financial institution) in form and content acceptable to the Area School.

Section 5.8. The Area School and the Employer agree to use their best efforts to sell and issue the Certificates and the Employer will cooperate with the Area School to provide necessary financial information in connection with the sale of the Certificates. The parties shall agree upon a repayment schedule prior to the issuance of Certificates. It is understood and agreed that should the Certificates not be marketed or marketable within a reasonable time that this Agreement shall terminate and the Project shall be terminated by mutual agreement of the parties.

Section 5.9. The Employer covenants that it shall take such action or shall refrain from taking any action as shall be necessary to maintain the exemption from Federal income taxes of the interest on the Certificates.

Section 5.10. The Employer agrees to keep the facilities for which the Project has been established continuously insured in an amount at least equal to the total amount of the Certificates outstanding insuring the facilities against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore the facilities to their former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.
Section 5.11. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names, all as of the date hereinabove written.

DES MOINES AREA COMMUNITY COLLEGE

By________________________________

ATTEST:

________________________________

MID-CENTRAL PLASTICS, INC.

By________________________________

(Seal)

ATTEST:

________________________________

D.20/170-179
INDUSTRIAL NEW JOBS
TRAINING AGREEMENT

between

Des Moines Area Community College

and

Mid-Central Plastics, Inc.

Dated as of April 30, 1985

Relating to

$57,536

Des Moines Area Community College,
Des Moines, Iowa

Des Moines Area Community College
Industrial New Jobs Training Certificates
(Mid-Central Plastics, Inc.)
Series 1985
MEMORANDUM

TO: Mid-Central Plastics, Inc.
FROM: Des Moines Area Community College Economic Development Group
RE: Training Program

We are pleased to be part of a training program that creates new jobs for the Greater Des Moines area and congratulate Mid-Central Plastics, West Des Moines, on the expansion of your plant. Mid-Central's investment in the central Iowa economy will be mutually beneficial to the company and the community. The 1983 Iowa Legislature's progressive legislation enables the Des Moines Area Community College and Mid-Central Plastic to jointly plan and deliver a training program that will be partially financed by revenue generated from the Iowa income, real estate, and equipment tax generated from the new jobs and facility expansion by investment. House File 623 is an incentive for companies to create new jobs and we are pleased you are taking part in the incentive.

Through the joint efforts of Mid-Central Plastics and Des Moines Area Community College training program consultants, we have generated the attached training program. The training program has the following objectives:

1. To acquaint and train 51 employess in injection molding and positions directly related to manufacturing. The 51 positions are new to the manufacturing plant in West Des Moines, Iowa, and represent 51 new jobs to the State of Iowa and are as follows:
   a. 29 operator/assemblers
   b. 6 material handlers
   c. 2 technicians
   d. 1 process coordinator
   e. 6 floor persons
   f. 2 mold setters
   g. 2 maintenance mechanics
   h. 1 tool room person
2. Orient new employees to Mid-Central's management personnel, rules and regulations, benefits, and provide awareness of physical plant layout.

3. Implement a quality control system to all employees at all levels.

4. Utilize a combination of DMACC and Mid-Central staff to deliver a training program which will include both theoretical and practical concepts.

5. Stress the importance of accuracy and accountability.

6. Accomplish self-sufficiency of trainees to analyze and improve quality.

These objectives will be met by utilizing the developed training program, training personnel from Mid-Central, DMACC staff where applicable, and funds generated under the provision of House File 623.

The attached training program details the catalog of training units, training unit descriptions, and provides a training timetable.

Des Moines Area Community College is pleased to be a part of this new jobs incentive training program. We look forward to developing further training with you as a part of your ongoing training program.

pr
Attachments
MID-CENTRAL PLASTICS, INC.

Proposed New Jobs

<table>
<thead>
<tr>
<th>Number of Employees</th>
<th>Job Title</th>
<th>S.V.P. Number</th>
<th>Estimated Hourly Pay</th>
<th>Cost of Benefits Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>29</td>
<td>Operator/Assembler</td>
<td>#2</td>
<td>3.60</td>
<td>36% 1.296</td>
</tr>
<tr>
<td>6</td>
<td>Material Handler</td>
<td>#2</td>
<td>4.20</td>
<td>36% 1.512</td>
</tr>
<tr>
<td>2</td>
<td>Technician</td>
<td>#7</td>
<td>4.20</td>
<td>36% 1.512</td>
</tr>
<tr>
<td>1</td>
<td>Process Coordinator</td>
<td>#7</td>
<td>6.30</td>
<td>36% 2.268</td>
</tr>
<tr>
<td>6</td>
<td>Floor Person</td>
<td>#3</td>
<td>3.75</td>
<td>36% 1.35</td>
</tr>
<tr>
<td>2</td>
<td>Mold Setters</td>
<td>#3</td>
<td>4.20</td>
<td>36% 1.512</td>
</tr>
<tr>
<td>2</td>
<td>Maintenance</td>
<td>#4</td>
<td>4.20</td>
<td>36% 1.512</td>
</tr>
<tr>
<td>2</td>
<td>Quality Control</td>
<td>#6</td>
<td>4.20</td>
<td>36% 1.512</td>
</tr>
<tr>
<td>1</td>
<td>Tool Room</td>
<td>#6</td>
<td>7.50</td>
<td>36% 2.70</td>
</tr>
<tr>
<td>1</td>
<td>Shipping</td>
<td>#3</td>
<td>3.60</td>
<td>36% 1.296</td>
</tr>
</tbody>
</table>
### MID-CENTRAL PLASTICS

#### ACTIVITY TIMETABLE

<table>
<thead>
<tr>
<th>Activity</th>
<th>1) GENERAL TRAINING</th>
<th>2) OPERATOR TRAINING</th>
<th>3) MATERIAL HANDLERS</th>
<th>4) MOLD SETTERS</th>
<th>5) TECHNICIAN</th>
<th>6) MAINTENANCE</th>
<th>7) QUALITY CONTROL INSPECTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A. Statistical Process Control</td>
<td>A. Orientation</td>
<td>A. Basic Training</td>
<td>A. Basic Training</td>
<td>A. Basic Training</td>
<td>A. Basic Training</td>
<td>A. Basic Training</td>
</tr>
<tr>
<td></td>
<td>B. Injection Molding Tech</td>
<td>B. Machine Training</td>
<td>B. Chemistry</td>
<td>B. Blueprint Reading</td>
<td>B. Basic Electronics</td>
<td>B. Basic Training</td>
<td>B. Statistical Process Control</td>
</tr>
<tr>
<td></td>
<td>C. Leadership Principle</td>
<td>C. Math-Control Chart</td>
<td>C. Basic Electricity</td>
<td>C. Basic Hydraulics</td>
<td>C. Process Control</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Notes
- **June 1985**
- **July**
- **Aug.**
- **Sept.**
- **Oct.**
- **Nov.**
- **Dec.**
- **Jan.**
- **Feb.**
- **Mar.**
- **Apr.**
- **May**
- **June 1985**
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Operator/Assembler</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Material Handler</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technician</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Process Coordinator</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floor Person</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mold Setters</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quality Control</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tool Room</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shipping</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Most of the employees will be cross-trained to meet the company needs as the production schedule fluctuates.
CATALOG OF TRAINING UNITS

1A  STATISTICAL PROCESS CONTROL - 60 Hours

A Train the Trainers course. Includes: Need to improve quality, obligations of management, power selection, implementation, evaluation, brainstorming, methods of sampling, data analysis, X and R Charts, median ranges, process capability, P, NP, C and U Charts.

1B  INJECTION MOLDING TECH. - 30 Hours

Videotape series with workbooks. Topics include: history, chemistry, materials, testing, process techniques, properties and workability, applications.

1C  PRINCIPLES OF LEADERSHIP - 20 Hours

Organizational structure, functions of a leader. Human relations between supervisors, peers, and subordinates. The practice of sound supervisory techniques.

2A  ORIENTATION - 6 Hours

Rules, regulations, benefits, tour of plant, quality/productivity, report and call system, safety and health.

2B  OPERATOR MACHINE TRAINING - 104 Hours

Will be able to:
A) Inspect part
B) Trim part
C) Cool part
D) Package part (including wrapping when required)
E) Place carton on skid
F) Do accurate recording of rejects
G) Do accurate recording on labor tickets
H) Do accurate recording of measurements
I) Complete X and R Charts and alert technician and/or process coordinator when parts are not running correctly
J) Run at high quality and productivity

2C  MATH - CONTROL CHARTS - 24 Hours

Use of hand held calculator including addition, subtraction, multiplication, division, and square roots; also, determining means, using algebraic equations.
2D  STATISTICAL PROCESS CONTROL - 12 Hours

Impact of foreign competition, four step process, data analysis, X-R charts, process capability, P, NP, C, and U charts.

3A  MATERIAL HANDLERS TRAINING - 30 Hours

Will be able to:
A) Identify correct materials for job, and mix material in correct quantities, making sure there is adequate material in machine at all times. Marks all regrind correctly. Empties grinder boxes as required.
B) Keep machine hoppers loading systems, unidynes, ovens, hoses, grinders clean.
C) Uses fork lift or tow motor to deliver completed parts to final inspection.
D) Assist technician when required.
E) Makes minor repairs in material loading system.

3B  CHEMISTRY OF PLASTICS - 30 Hours

Identification, chemical structure, various compounds, groups of plastic, raw materials, process techniques, metric conversion.

3C  BASIC ELECTRICITY - 30 Hours

For beginners, theory, controlling electricity, voltage, amps resistance, wattage, series-parallel circuits, batteries, electric lighting, generators and motors.

4A  MOLD SETTER TRAINING - 50 Hours

Will be able to:
A) Drive a forklift safely
B) Understand and use basic electricity and hydraulics safely
C) Set mold safely and correctly
D) Adjust limit switches correctly and safely
E) Follow setup for connecting electrical, hydraulic, and water lines correctly
F) Change nozzles and tips
G) Follow setup for adjusting heats and pressures
H) Start up machine
I) Turn operation over to technician when acceptable part is made
J) Clean platten area of machine when molds are changed.
K) Use acid bath in designated areas for all outgoing molds
L) Set up secondary equipment as outlined on setup
M) Store all outgoing molds, including electrical, hydraulic, and water lines in designated areas
Catalog of Training Units (continued)

4B  BLUE PRINT READING - 10 Hours

Understanding of schematics including symbols, system functions, including electrical, hydraulics, pneumatics; also includes air and water lines.

4C  BASIC HYDRAULICS - 30 Hours

Transmission of force and energy, pumps, actuators, check valves, cylinders, flow control valves, directional valves, pressure control valves, hydraulic motors, reservoirs, coolers, filters.

4D  BASIC MOLD DESIGN - 10 Hours

Molding processes, finishes, types, blueprinting, tolerences, configurations, wear points, repair techniques.

5A  TECHNICIAN TRAINING - 50 Hours

Will be able to:
A) Be responsible for housekeeping; direct mold setters, material handlers, floor persons and operators in the correct and most efficient procedures.
B) Do floor operations (material handler reports directly to technician). Assign operators to machines.
C) Be responsible for safety of machines and personnel.
D) Receive instruction from Quality Control for acceptable levels of quality.
E) Be responsible for checking material and mold for job.
F) Be responsible for start up and shut down of machine using set up cards and proper purging procedures; also, adjusts machines to + or - 10%. Calls process coordinator when part is not acceptable within these guidelines.
G) While in training, process coordinator will be responsible and will assign trainees specific tasks to be completed on a daily basis.
H) Interface with Tool Room maintenance, warehouse, shipping, sales, engineering, assembly, and quality control.
Catalog of Training Units (continued)

5B BASIC ELECTRONICS - 20 Hours

A study of DC current, voltage and resistance. Using the Ohms Law, magnetism, electrical measurements, DC circuits, induction capacitance.

5C BASIC PROCESS CONTROL - 20 Hours

Control circuits using devices such as contactors, timers, starters, limit switches, pressure switches. Also includes programmable controllers.

5D BASIC ROBOTICS - 20 Hours

Theory of operation, control system, manipulation, geometry, types including pick and place, continuous data application.

6A MAINTENANCE TRAINING - 50 Hours

Will be able to:
A) Do repairs concerning basic electricity, electronics, and hydraulics.
B) Be individually motivated.
C) Understand basic concepts of trouble shooting which includes questioning operator and mentally determining which phase of the process could affect the problem.
D) Be required to use accepted safety precautions at all times.
E) Requisition parts and tools from the tool crib.
F) Drive forklift safely.
G) Use appropriate gages to determine tolerances.

7A QUALITY INSPECTOR TRAINING - 30 Hours

Will be able to:
A) Understand basic concepts of injection molding process.
B) Accept or reject parts from customer directives.
C) Use hand tools to determine dimensional specifications.
D) Read Blueprints.
E) Record data, both visual and dimensional, accurately.
F) Encourage operators to provide high quality parts.
G) Effectively communicate customer requirements to all Mid-Central personnel.
H) Become knowledgeable in statistical process control.
I) Alert Process coordinator, technicians, operators and quality control department when unacceptable parts are being delivered.
STATISTICAL PROCESS CONTROL - 30 Hours

Rationale, fourteen obligations, four step process, brainstorming, data gathering, methods of sampling, cause and effect, flow charts, Pareto analysis, X and R charts, process capability.
The total available funds for training is $57,536. This amount will be reimbursed as follows:

1. The sum of $16,315 to Des Moines Area Community College for basic training in such courses as electricity, electronics, hydraulics, blueprint reading, chemistry, and statistical process control.

2. The balance, $41,221, will be reimbursed to Mid-Central Plastics for applicable training costs. The first quarter (June, July, August) eligible for training reimbursement will begin June 1, 1985. The first payment of approximately $10,100 will be made on/or about June 15, and will cover expenses for the purchase of equipment and materials for the Injection Molding Technique course. The remainder amount of $31,121 will be divided into payments to be made on/or about September 15, 1985, December 15, 1985 (Sept. Oct. Nov.) March 15, 1986 (Dec. Jan. Feb.) and June 15, 1986 (March, April, May).

3. These funds will be paid by DMACC to Mid-Central Plastics upon receipt and verification of training costs incurred by Mid-Central Plastics. The training costs shall include, but not limited to, instructor and supervisor salary for in-plant training; equipment and materials; on-the-job training, and DMACC instructional costs.
## NAME: Mid-Central Plastics

### BASIC TRAINING

<table>
<thead>
<tr>
<th>JOB TITLE OR ACTIVITY</th>
<th># of Employees or Items</th>
<th># of Hours</th>
<th>Hourly Rate</th>
<th>Who Will Do?</th>
<th>Contracts, Materials, Equipment</th>
<th>Supv/Instructor Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Instruc. Costs</td>
<td>Material Costs</td>
</tr>
<tr>
<td>1) GENERAL TRAINING</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A) Statistical Process Control (3 Trainers)</td>
<td>3 @ $305 each</td>
<td>60</td>
<td>DMACC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B) Injection Molding Tech. Materials, Equip, Labor</td>
<td></td>
<td>535</td>
<td>$7</td>
<td>MCP</td>
<td>9,500</td>
<td>600</td>
</tr>
<tr>
<td>C) Principles of Leadership</td>
<td>15</td>
<td>20</td>
<td>$70</td>
<td>DMACC</td>
<td>$1,400</td>
<td></td>
</tr>
<tr>
<td>2) OPERATOR TRAINING</td>
<td>30</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A) Orientation</td>
<td></td>
<td></td>
<td></td>
<td>MCP</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>B) Operator Machine Training</td>
<td>30</td>
<td>104</td>
<td>$7</td>
<td>MCP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C) Math-Control Chart</td>
<td>24</td>
<td>$14</td>
<td>MCP</td>
<td>$336</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D) Statistical Process Control</td>
<td>12</td>
<td>$14</td>
<td>MCP</td>
<td>$168</td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOB TITLE OR ACTIVITY</td>
<td># of Employees or Items</td>
<td># of Hours</td>
<td>Hourly Rate</td>
<td>Who Will Do?</td>
<td>Contracts, Materials, Equipment</td>
<td>Superv/Instructor Salary</td>
</tr>
<tr>
<td>-----------------------</td>
<td>------------------------</td>
<td>------------</td>
<td>-------------</td>
<td>--------------</td>
<td>--------------------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Instruc. Costs</td>
<td>Material Costs</td>
</tr>
<tr>
<td>3) MATERIAL HANDLERS</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A) Basic Training</td>
<td></td>
<td></td>
<td>$14</td>
<td>MCP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B) Chemistry of Plastics</td>
<td></td>
<td>30</td>
<td>$70</td>
<td>DMACC</td>
<td>$2100</td>
<td></td>
</tr>
<tr>
<td>C) Basic Electricity</td>
<td></td>
<td>30</td>
<td>$70</td>
<td>DMACC</td>
<td>$2100</td>
<td></td>
</tr>
<tr>
<td>4) MOLD SETTERS</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A) Basic Training</td>
<td></td>
<td>50</td>
<td>$14</td>
<td>MCP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B) Blueprint Reading</td>
<td></td>
<td>10</td>
<td>$70</td>
<td>DMACC</td>
<td>$700</td>
<td></td>
</tr>
<tr>
<td>C) Basic Hydraulics</td>
<td></td>
<td>30</td>
<td>$70</td>
<td>DMACC</td>
<td>$2100</td>
<td></td>
</tr>
<tr>
<td>D) Basic Mold Design</td>
<td></td>
<td>10</td>
<td>$7</td>
<td>MCP</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### BASIC TRAINING

<table>
<thead>
<tr>
<th>JOB TITLE OR ACTIVITY</th>
<th># of Employees or Items</th>
<th># of Hours</th>
<th>Hourly Rate</th>
<th>Who Will Do?</th>
<th>Contracts, Materials, Equipment</th>
<th>Supv/Instructor Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Instruc. Costs</td>
<td>Material Costs</td>
</tr>
<tr>
<td>5) TECHNICIAN TRAINING</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A) Basic Training</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MCP</td>
<td></td>
</tr>
<tr>
<td>B) Basic Electronics</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DMACC</td>
<td></td>
</tr>
<tr>
<td>C) Basic Process Control</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DMACC</td>
<td>$1400</td>
</tr>
<tr>
<td>D) Basic Robotics</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DMACC</td>
<td>$1400</td>
</tr>
<tr>
<td>6) MAINTENANCE TRAINING</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A) Basic Training</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MCP</td>
<td></td>
</tr>
<tr>
<td>7) QUALITY CONTROL INSPECTOR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A) Basic Training</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$14</td>
<td></td>
</tr>
<tr>
<td>B) Statistical Process Control</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$14</td>
<td></td>
</tr>
</tbody>
</table>

**DMACC Participation**: $16,315  
**Mid-Central Plastics Participation**: $41,221  
**TOTAL INVESTMENT**: $57,536
INDUSTRIAL NEW JOBS
TRAINING AGREEMENT

between

Des Moines Area Community College
Ankeny, Iowa

and

Mid-Central Plastics, Inc.

Dated as of April 30, 1985

Relating to
a new jobs training program
in the amount of $57,536
financed from

Des Moines Area Community College
New Jobs Training Certificates
This Training Agreement (the "Agreement") made and entered into as of April 30, 1985 between Des Moines Area Community College, Ankeny, Iowa (the "Area School") and Mid-Central Plastics, Inc. an Iowa corporation (the "Employer"), under the following circumstances:

A. Pursuant to Chapter 280B of Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs.

B. The Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

REPRESENTATIONS

Section 1.1. Representations of the Area School. The Area School represents and covenants that: (a) it is duly organized and validly existing under the laws of the State of Iowa; (b) it is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder; (c) it is empowered to enter into the transactions contemplated by this Agreement; and (d) it will do all things in its power required of it in order to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Employer. The Employer represents and covenants that:

(a) It is an Iowa corporation.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments given by the Employer to secure the Certificates (hereinafter described and referred to herein as the "Certificates") and to enter into and carry out the
transactions contemplated herein. Such execution, delivery of performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Company is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.

(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate/intrastate commerce for the purpose of providing services in interstate commerce.

ARTICLE II
PROJECT; PROGRAM SERVICES

Section 2.1. The "Project" shall consist of the program services described and the on-the-job training program described on Exhibit "A" entitled "New Jobs Training Program". Exhibit "A" is incorporated herein by reference. Exhibit "A" shows the number of employees, areas of training, training period and estimated costs. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer relating to the Project.

Section 2.2. The Employer represents and agrees that the Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project.
Section 2.3. The Area School agrees to provide the Program Services. It is understood and agreed that the Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit A.

Section 2.4. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project including principal and interest on the Certificates. The costs shall be paid from new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project.

Section 2.5. The term of this Agreement shall be for not to exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project costs are deferred.

Section 2.6. The Area School may revise the training curriculum from time to time with the consent of the Employer; provided that no revision shall be made which would change the Project to other than purposes permitted by the Act; provided, however, that this Agreement shall not terminate until the Certificates have been paid in full.

Section 2.7. The Certificates will be issued pursuant to a resolution adopted by the Board of Directors of the Area School in the aggregate principal amount, bearing interest, maturing and being redeemable as set forth in such resolution.

The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a Project Fund established by the Area School. Pending disbursement, the proceeds so deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the resolution authorizing the Certificates.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of such Project in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefor from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. Provided, however, that the Employer will be entitled to reimbursement of its own funds from the Project Fund when a surplus is attained in such fund and not needed to satisfy the debt service requirements on the Certificates.
ARTICLE III
PAYMENTS; SECURITY

Section 3.1. The Employer shall make, or cause to be made, payments on or before each principal and interest payment date until the principal and premium, if any, and interest on the Certificates shall have been paid, by paying, or causing to be paid, to the Area School, as payments hereunder, an amount equal to the amount payable as installments of principal (whether at maturity or by redemption) and premium, if any, and interest on the Certificates on such principal and interest payment date.

In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest and any premium of the Certificates as and when due.

Section 3.2. The Employer shall make, or cause to be made, from the sources described in Section 2.4 hereof, all payments directly to the Area School at its principal office for application to the payment of the corresponding installments of principal and premium, if any, and interest on the Certificates. The parties shall agree upon a payment schedule prior to the issuance of Certificates.

Section 3.3. The obligation of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments and compliance by the Employer with all the terms, provisions and conditions hereof, Employer agrees that the new jobs credit from withholding, as defined and described in Section 5 of the Act, and the incremental property taxes, as defined and described in Section 4 of the Act, shall be pledged for payment of the principal of and premium, if any, and interest on the Certificates. To the extent required by the Act, the Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.
ARTICLE IV

EVENT OF DEFAULT AND REMEDIES

Section 4.1. Events of Default. Each of the following shall be an "event of default" hereunder:

(a) The Employer shall fail to pay any required payment on or prior to the date on which such payment is due and payable and continuing for more than five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30) days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.

(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration
shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE V

MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed
to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

Area School: Joseph A. Borgen, Ph.D.
President
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50021

Employer: Mid-Central Plastics, Inc.
2360 Grand Avenue
P.O. Box 65337
West Des Moines, Iowa 50265

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may otherwise be necessary to enforce or secure payment of the principal or premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or
invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. To further secure the payment of principal or premium, if any, and interest on the Certificates, the Employer shall, if requested by the Area School, prior to the sale and issuance of the Certificates, cause to be provided to the Area School a guarantee of such payments by the Employer (or a letter-of-credit from a financial institution) in form and content acceptable to the Area School.

Section 5.8. The Area School and the Employer agree to use their best efforts to sell and issue the Certificates and the Employer will cooperate with the Area School to provide necessary financial information in connection with the sale of the Certificates. The parties shall agree upon a repayment schedule prior to the issuance of Certificates. It is understood and agreed that should the Certificates not be marketed or marketable within a reasonable time that this Agreement shall terminate and the Project shall be terminated by mutual agreement of the parties.

Section 5.9. The Employer covenants that it shall take such action or shall refrain from taking any action as shall be necessary to maintain the exemption from Federal income taxes of the interest on the Certificates.

Section 5.10. The Employer agrees to keep the facilities for which the Project has been established continuously insured in an amount at least equal to the total amount of the Certificates outstanding insuring the facilities against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore the facilities to their former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.
Section 5.11. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names, all as of the date hereinabove written.

DES MOINES AREA COMMUNITY COLLEGE

By

MID-CENTRAL PLASTICS, INC.

By

ATTEST:

(Seal)

ATTEST:

M.G. Schroeder

D.20/170-179
INDUSTRIAL NEW JOBS
TRAINING AGREEMENT

between

Des Moines Area Community College

and

Mid-Central Plastics, Inc.

Dated as of April 30, 1985

Relating to

$57,536

Des Moines Area Community College,
Des Moines, Iowa

Des Moines Area Community College
Industrial New Jobs Training Certificates
(Mid-Central Plastics, Inc.)
Series 1985
TO: Mid-Central Plastics, Inc.
FROM: Des Moines Area Community College
       Economic Development Group
RE: Training Program

We are pleased to be part of a training program that creates new jobs for the Greater Des Moines area and congratulate Mid-Central Plastics, West Des Moines, on the expansion of your plant. Mid-Central's investment in the central Iowa economy will be mutually beneficial to the company and the community. The 1983 Iowa Legislature's progressive legislation enables the Des Moines Area Community College and Mid-Central Plastic to jointly plan and deliver a training program that will be partially financed by revenue generated from the Iowa income, real estate, and equipment tax generated from the new jobs and facility expansion by investment. House File 623 is an incentive for companies to create new jobs and we are pleased you are taking part in the incentive.

Through the joint efforts of Mid-Central Plastics and Des Moines Area Community College training program consultants, we have generated the attached training program. The training program has the following objectives:

1. To acquaint and train 51 employees in injection molding and positions directly related to manufacturing. The 51 positions are new to the manufacturing plant in West Des Moines, Iowa, and represent 51 new jobs to the State of Iowa and are as follows:
   a. 29 operator/assemblers
   b. 6 material handlers
   c. 2 technicians
   d. 1 process coordinator
   e. 6 floor persons
   f. 2 mold setters
   g. 2 maintenance mechanics
   h. 1 tool room person
2. Orient new employees to Mid-Central's management personnel, rules and regulations, benefits, and provide awareness of physical plant layout.

3. Implement a quality control system to all employees at all levels.

4. Utilize a combination of DMACC and Mid-Central staff to deliver a training program which will include both theoretical and practical concepts.

5. Stress the importance of accuracy and accountability.

6. Accomplish self-sufficiency of trainees to analyze and improve quality.

These objectives will be met by utilizing the developed training program, training personnel from Mid-Central, DMACC staff where applicable, and funds generated under the provision of House File 623.

The attached training program details the catalog of training units, training unit descriptions, and provides a training timetable.

Des Moines Area Community College is pleased to be a part of this new jobs incentive training program. We look forward to developing further training with you as a part of your ongoing training program.

pr
Attachments
### Proposed New Jobs

<table>
<thead>
<tr>
<th>Number of Employees</th>
<th>Job Title</th>
<th>S.V.P. Number</th>
<th>Estimated Hourly Pay</th>
<th>Cost of Benefits Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>29</td>
<td>Operator/Assembler</td>
<td>#2</td>
<td>3.60</td>
<td>36% 1.296</td>
</tr>
<tr>
<td>6</td>
<td>Material Handler</td>
<td>#2</td>
<td>4.20</td>
<td>36% 1.512</td>
</tr>
<tr>
<td>2</td>
<td>Technician</td>
<td>#7</td>
<td>4.20</td>
<td>36% 1.512</td>
</tr>
<tr>
<td>1</td>
<td>Process Coordinator</td>
<td>#7</td>
<td>6.30</td>
<td>36% 2.268</td>
</tr>
<tr>
<td>6</td>
<td>Floor Person</td>
<td>#3</td>
<td>3.75</td>
<td>36% 1.35</td>
</tr>
<tr>
<td>2</td>
<td>Mold Setters</td>
<td>#3</td>
<td>4.20</td>
<td>36% 1.512</td>
</tr>
<tr>
<td>2</td>
<td>Maintenance</td>
<td>#4</td>
<td>4.20</td>
<td>36% 1.512</td>
</tr>
<tr>
<td>2</td>
<td>Quality Control</td>
<td>#6</td>
<td>4.20</td>
<td>36% 1.512</td>
</tr>
<tr>
<td>1</td>
<td>Tool Room</td>
<td>#6</td>
<td>7.50</td>
<td>36% 2.70</td>
</tr>
<tr>
<td>1</td>
<td>Shipping</td>
<td>#3</td>
<td>3.60</td>
<td>36% 1.296</td>
</tr>
</tbody>
</table>
# ACTIVITY TIMETABLE

**MID-CENTRAL PLASTICS**

### ACTIVITY

1) **GENERAL TRAINING**
   - A. Statistical Process Control
   - B. Injection Molding Tech
   - C. Leadership Principle

2) **OPERATOR TRAINING**
   - A. Orientation
   - B. Machine Training
   - C. Math-Control Chart
   - D. Statistical Process Control

3) **MATERIAL HANDLERS**
   - A. Basic Training
   - B. Chemistry
   - C. Basic Electricity

4) **MOLD SETTERS**
   - A. Basic Training
   - B. Blueprint Reading
   - C. Basic Hydraulics
   - D. Mold Design

5) **TECHNICIAN**
   - A. Basic Training
   - B. Basic Electronics
   - C. Process Control
   - D. Robotics

6) **MAINTENANCE**
   - A. Basic Training

7) **QUALITY CONTROL INSPECTOR**
   - A. Basic Training
   - B. Statistical Process Control
<table>
<thead>
<tr>
<th>MID-CENTRAL PLASTICS</th>
<th>1A</th>
<th>1B</th>
<th>1C</th>
<th>2A</th>
<th>2B</th>
<th>2C</th>
<th>2D</th>
<th>3A</th>
<th>3B</th>
<th>3C</th>
<th>4A</th>
<th>4B</th>
<th>4C</th>
<th>4D</th>
<th>5A</th>
<th>5B</th>
<th>5C</th>
<th>5D</th>
<th>6A</th>
<th>7A</th>
<th>7B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operator/Assembler</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Material Handler</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technician</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Process Coordinator</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floor Person</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mold Setters</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Quality Control</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tool Room</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shipping</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Most of the employees will be cross-trained to meet the company needs as the production schedule fluctuate.
CATALOG OF TRAINING UNITS

1A STATISTICAL PROCESS CONTROL - 60 Hours

A Train the Trainers course. Includes: Need to Improve quality, obligations of management, power selection, implementation, evaluation, brainstorming, methods of sampling, data analysis, X and R Charts, median ranges, process capability, P, NP, C and U Charts.

1B INJECTION MOLDING TECH. - 30 Hours

Videotape series with workbooks. Topics include: history, chemistry, materials, testing, process techniques, properties and workability, applications.

1C PRINCIPLES OF LEADERSHIP - 20 Hours

Organizational structure, functions of a leader. Human relations between supervisors, peers, and subordinates. The practice of sound supervisory techniques.

2A ORIENTATION - 6 Hours

Rules, regulations, benefits, tour of plant, quality/productivity, report and call system, safety and health.

2B OPERATOR MACHINE TRAINING - 104 Hours

Will be able to:
A) Inspect part
B) Trim part
C) Cool part
D) Package part (including wrapping when required)
E) Place carton on skid
F) Do accurate recording of rejects
G) Do accurate recording on labor tickets
H) Do accurate recording of measurements
I) Complete X and R Charts and alert technician and/or process coordinator when parts are not running correctly
J) Run at high quality and productivity

2C MATH - CONTROL CHARTS - 24 Hours

Use of hand held calculator including addition, subtraction, multiplication, division, and square roots; also, determining means, using algebraic equations.
2D STATISTICAL PROCESS CONTROL - 12 Hours

Impact of foreign competition, four step process, data analysis, X-R charts, process capability, P, NP, C, and U charts.

3A MATERIAL HANDLERS TRAINING - 30 Hours

Will be able to:
A) Identify correct materials for job, and mix material in correct quantities, making sure there is adequate material in machine at all times. Marks all regrind correctly. Empties grinder boxes as required.
B) Keep machine hoppers loading systems, unidynes, ovens, hoses, grinders clean.
C) Uses fork lift or tow motor to deliver completed parts to final inspection.
D) Assist technician when required.
E) Makes minor repairs in material loading system.

3B CHEMISTRY OF PLASTICS - 30 Hours

Identification, chemical structure, various compounds, groups of plastic, raw materials, process techniques, metric conversion.

3C BASIC ELECTRICITY - 30 Hours

For beginners, theory, controlling electricity, voltage, amps, resistance, wattage, series-parallel circuits, batteries, electric lighting, generators and motors.

4A MOLD SETTER TRAINING - 50 Hours

Will be able to:
A) Drive a forklift safely
B) Understand and use basic electricity and hydraulics safely
C) Set mold safely and correctly
D) Adjust limit switches correctly and safely
E) Follow setup for connecting electrical, hydraulic, and water lines correctly
F) Change nozzles and tips
G) Follow setup for adjusting heats and pressures
H) Start up machine
I) Turn operation over to technician when acceptable part is made
J) Clean platten area of machine when molds are changed.
K) Use acid bath in designated areas for all outcoming molds
L) Set up secondary equipment as outlined on setup
M) Store all out going molds, including electrical, hydraulic, and water lines in designated areas
4B  BLUE PRINT READING - 10 Hours

Understanding of schematics including symbols, system functions, including electrical, hydraulics, pneumatics; also includes air and water lines.

4C  BASIC HYDRAULICS - 30 Hours

Transmission of force and energy, pumps, actuators, check valves, cylinders, flow control valves, directional valves, pressure control valves, hydraulic motors, reservoirs, coolers, filters.

4D  BASIC MOLD DESIGN - 10 Hours

Molding processes, finishes, types, blueprinting, tolerances, configurations, wear points, repair techniques.

5A  TECHNICIAN TRAINING - 50 Hours

Will be able to:
A) Be responsible for housekeeping; direct mold setters, material handlers, floor persons and operators in the correct and most efficient procedures.
B) Do floor operations (material handler reports directly to technician). Assign operators to machines.
C) Be responsible for safety of machines and personnel.
D) Receive instruction from Quality Control for acceptable levels of quality.
E) Be responsible for checking material and mold for job.
F) Be responsible for start up and shut down of machine using set up cards and proper purging procedures; also, adjusts machines to + or - 10%. Calls process coordinator when part is not acceptable within these guidelines.
G) While in training, process coordinator will be responsible and will assign trainees specific tasks to be completed on a daily basis.
H) Interface with Tool Room maintenance, warehouse, shipping, sales, engineering, assembly, and quality control.
5B BASIC ELECTRONICS - 20 Hours

A study of DC current, voltage and resistance. Using the Ohms Law, magnetism, electrical measurements, DC circuits, induction capacitance.

5C BASIC PROCESS CONTROL - 20 Hours

Control circuits using devices such as contactors, timers, starters, limit switches, pressure switches. Also includes programmable controllers.

5D BASIC ROBOTICS - 20 Hours

Theory of operation, control system, manipulation, geometry, types including pick and place, continuous data application.

6A MAINTENANCE TRAINING - 50 Hours

Will be able to:
A) Do repairs concerning basic electricity, electronics, and hydraulics.
B) Be individually motivated.
C) Understand basic concepts of trouble shooting which includes questioning operator and mentally determining which phase of the process could affect the problem.
D) Be required to use accepted safety precautions at all times.
E) Requisition parts and tools from the tool crib.
F) Drive forklift safely.
G) Use appropriate gages to determine tolerances.

7A QUALITY INSPECTOR TRAINING - 30 Hours

Will be able to:
A) Understand basic concepts of injection molding process.
B) Accept or reject parts from customer directives.
C) Use hand tools to determine dimensional specifications.
D) Read Blueprints.
E) Record data, both visual and dimensional, accurately.
F) Encourage operators to provide high quality parts.
G) Effectively communicate customer requirements to all Mid-Central personnel.
H) Become knowledgeable in statistical process control.
I) Alert Process coordinator, technicians, operators and quality control department when unacceptable parts are being delivered.
7B  STATISTICAL PROCESS CONTROL - 30 Hours

Rationale, fourteen obligations, four step process, brainstorming, data gathering, methods of sampling, cause and effect, flow charts, Pareto analysis, X and R charts, process capability.
The total available funds for training is $57,536. This amount will be reimbursed as follows:

1. The sum of $16,315 to Des Moines Area Community College for basic training in such courses as electricity, electronics, hydraulics, blueprint reading, chemistry, and statistical process control.

2. The balance, $41,221, will be reimbursed to Mid-Central Plastics for applicable training costs. The first quarter (June, July, August) eligible for training reimbursement will begin June 1, 1985. The first payment of approximately $10,100 will be made on/or about June 15, and will cover expenses for the purchase of equipment and materials for the Injection Molding Technique course. The remainder amount of $31,121 will be divided into payments to be made on/or about September 15, 1985, December 15, 1985 (Sept. Oct. Nov.) March 15, 1986 (Dec. Jan. Feb.) and June 15, 1986 (March, April, May).

3. These funds will be paid by DMACC to Mid-Central Plastics upon receipt and verification of training costs incurred by Mid-Central Plastics. The training costs shall include, but not limited to, instructor and supervisor salary for in-plant training; equipment and materials; on-the-job training, and DMACC instructional costs.
<table>
<thead>
<tr>
<th>JOB TITLE OR ACTIVITY</th>
<th># of Employees or Items</th>
<th># of Hours</th>
<th>Hourly Rate</th>
<th>Who Will Do?</th>
<th>Contracts, Materials, Equipment</th>
<th>Supv/Instructor Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Instruc. Costs</td>
<td>Material Costs</td>
</tr>
<tr>
<td>1) GENERAL TRAINING</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A) Statistical Process Control (3 Trainers)</td>
<td>3 @ $305 each</td>
<td>60</td>
<td></td>
<td>DMACC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B) Injection Molding Tech.</td>
<td>535</td>
<td>7</td>
<td>MCP</td>
<td></td>
<td>9,500</td>
<td>600</td>
</tr>
<tr>
<td>C) Principles of Leadership</td>
<td>15</td>
<td>20</td>
<td>$70</td>
<td>DMACC</td>
<td>$1,400</td>
<td></td>
</tr>
<tr>
<td>2) OPERATOR TRAINING</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A) Orientation</td>
<td></td>
<td></td>
<td>$20</td>
<td>MCP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B) Operator Machine Training</td>
<td>30</td>
<td>104</td>
<td>$7</td>
<td>MCP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C) Math-Control Chart</td>
<td>24</td>
<td>$14</td>
<td>MCP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D) Statistical Process Control</td>
<td>12</td>
<td>$14</td>
<td>MCP</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**NAME** Mid-Central Plastics

### BASIC TRAINING

<table>
<thead>
<tr>
<th>JOB TITLE OR ACTIVITY</th>
<th>6 of Employees or Items</th>
<th>$ of Hours</th>
<th>Hourly Rate</th>
<th>Who Will Do?</th>
<th>Contracts, Materials, Equipment</th>
<th>Supv/Instructor Salary</th>
<th>Total Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>3) MATERIAL HANDLERS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A) Basic Training</td>
<td></td>
<td></td>
<td>$14</td>
<td>MCP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B) Chemistry of Plastics</td>
<td></td>
<td>30</td>
<td>$70</td>
<td>DMACC</td>
<td>$2100</td>
<td></td>
<td>$2100</td>
</tr>
<tr>
<td>C) Basic Electricity</td>
<td></td>
<td>30</td>
<td>$70</td>
<td>DMACC</td>
<td>$2100</td>
<td></td>
<td>$2100</td>
</tr>
</tbody>
</table>

| 4) MOLD SETTERS       |                         |            |             |              |                                 |                        |             |
| A) Basic Training     |                         | 50         | $14         | MCP          |                                 |                        |             |
| B) Blueprint Reading  |                         | 10         | $70         | DMACC        | $700                            |                        | $700        |
| C) Basic Hydraulics   |                         | 30         | $70         | DMACC        | $2100                           |                        | $2100       |
| D) Basic Mold Design  |                         | 10         | $7          | MCP          |                                 | 60                     | 1           | $420        |
**NAME** Mid-Central Plastics

<table>
<thead>
<tr>
<th>JOB TITLE OR ACTIVITY</th>
<th>% of Employees or Items</th>
<th># of Hours</th>
<th>Hourly Rate</th>
<th>Who Will Do?</th>
<th>Contracts, Materials, Equipment</th>
<th>Supv/Instructor Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Instruc. Costs</td>
<td>Material Costs</td>
</tr>
<tr>
<td>5) TECHNICIAN TRAINING</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A) Basic Training</td>
<td>6</td>
<td>50</td>
<td>$14</td>
<td>MCP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B) Basic Electronics</td>
<td></td>
<td>20</td>
<td></td>
<td>DMACC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C) Basic Process Control</td>
<td></td>
<td>20</td>
<td>$70</td>
<td>DMACC</td>
<td></td>
<td>$1400</td>
</tr>
<tr>
<td>D) Basic Robotics</td>
<td></td>
<td>20</td>
<td>$70</td>
<td>DMACC</td>
<td></td>
<td>$1400</td>
</tr>
<tr>
<td>6) MAINTENANCE TRAINING</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A) Basic Training</td>
<td></td>
<td>50</td>
<td>$14</td>
<td>MCP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7) QUALITY CONTROL INSPECTOR</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A) Basic Training</td>
<td>30</td>
<td>$14</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B) Statistical Process Control</td>
<td></td>
<td>30</td>
<td>$14</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DMACC Participation** $16,315

**Mid-Central Plastics Participation** $41,221

**TOTAL INVESTMENT** $57,536
DATE: May 10, 1985

TO: Helen Minor - Board Secretary

FROM: Don Zuck - Manager, Business Services

RE: May 21 Board Agenda Item
FY'85-'86 Anticipatory Warrant

For the past several years we have sold anticipatory warrants as a means of providing cash flow to meet our financial obligations during the year. We are proposing to sell an anticipatory warrant for FY'85-'86.

Even though this process has been a financial advantage for us, there has not been much bidder interest in these warrants by local banks. We are proposing a public sale for the FY'85-'86 warrant. The indications are that the interest rate will be about 1% lower due to the public issue.

$4,600,000

The amount of the warrant will be approximately $4,600,000. Our attorney is in the process of preparing the resolution which will show the exact amount.

The Board action will be to authorize the sale of the anticipatory warrant for FY'85-'86.

mat
cc: Gene Snyders
The Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, state of Iowa met in regular session on the 21st day of May, 1985 at 5:00 p.m., in the Board Room of the Administration Building at the College in Ankeny, Iowa. The meeting was called to order and there were present Jasper M. Risdal, President of the Board, in the chair, and the following named Board Members:

DeVere Bendixen, Susan Clouser, Eldon Leonard, Ted Nemmers,

Herbert Ritland, Donald Rowen, Douglas Shull

Absent: Lloyd Courter

Matters were discussed concerning the issuance of Anticipatory Warrants of the College for the 1985-1986 fiscal year. Following a discussion of the proposal, Board Member E. Leonard introduced and caused to be read a resolution entitled "A Resolution Directing the Advertisement for Sale of Anticipatory Warrants of the Des Moines Area Community College for the 1985-1986 Fiscal Year"; and moved its adoption. The motion was seconded by Board Member D. Rowen. After due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

Ayes: Bendixen, Clouser, Leonard, Nemmers, Risdal, Ritland, Rowen, Shull

Nays: NONE

Whereupon, the President declared the resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *

Jasper Risdal, President of the Board of Directors

Attest:

Helen M. Minor, Secretary of the Board of Directors
RESOLUTION

A RESOLUTION DIRECTING THE ADVERTISEMENT FOR
SALE OF ANTICIPATORY WARRANTS OF THE DES MOINES
AREA COMMUNITY COLLEGE FOR THE 1985-1986
FISCAL YEAR

WHEREAS, the Des Moines Area Community College (hereinafter referred to as the "College"), of the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, (the Counties served by the College being hereinafter referred to as the "Merged Area"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 74 of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue Warrants in anticipation of the revenues of its general fund for a fiscal year; and

WHEREAS, the College has determined that the amount necessary to fund its cash flow deficit and provide the amount reasonably required by the college as a cash balance on hand at all times, will require the issuance by the College of not to exceed $4,800,000 aggregate principal amount of its Anticipatory Warrants pursuant to the provisions of the Act; and

WHEREAS, it is proposed to issue not to exceed $4,800,000 Anticipatory Warrants of the College (the "Warrants"); and

WHEREAS, the Board of Directors of the College is authorized to proceed on behalf of the College with the sale of the Warrants, and has determined to select a date for the sale of the Warrants, publish notice of the sale, and take all action necessary to proceed with the sale of the Warrants on a basis favorable to the College and acceptable to the Board of Directors of the College;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Warrants described herein be offered at public sale scheduled for June 18, 1985, with the opening of bids at 11:30 o'clock a.m. in the Board Room of the Administration Building at the College in Ankeny, Iowa and the bids referred to the Board of Directors of the College at its meeting scheduled for June 18, 1985 at 5:00 o'clock p.m. in the Board Room of the Administration Building at the College.

Section 2. That the Secretary of the Board of Directors of the College shall cause to be published, in compliance with Chapter 75 of the Code of Iowa, notice of the sale of the
Warrants at least twice at unspecified intervals one of which shall be not less than four nor more than twenty days before the sale in a legal newspaper, printed wholly in the English language, published in the county of or a county contiguous to the place of sale. The notice shall be in substantially the following form:
NOTICE OF SALE

DES MOINES AREA COMMUNITY COLLEGE
ANTICIPATORY WARRANTS

The Des Moines Area Community College (Merged Area XI) (the "College") of the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren (the "Merged Area"), State of Iowa, will receive sealed bids in the Board Room in Building Number 1 at the College in Ankeny, Iowa, at 11:30 o'clock a.m., on June 18, 1985 for the purchase of $4,800,000 Anticipatory Warrants of the College (the "Warrants") to be issued in anticipation of the revenues of the general fund (the "Fund") of the College for the 1985-1986 fiscal year. Sealed bids will be received at the office of the President of the College at any time prior to 11:30 o'clock a.m. on the date of the sale. The most favorable bid will be referred to the Board of Directors of the College at its meeting to be held at 5:00 o'clock p.m. on the date specified above, and the Warrants will then be sold to the most favorable bidder for cash. The most favorable bidder shall be the bidder whose bid produces the lowest interest cost computed by determining, at the rate specified in the bids, the total dollar value of all interest on the Warrants and deducting any premium therefrom.

WARRANT DETAILS: The Warrants are in the aggregate principal amount of $4,800,000, to be dated July 1, 1985, to mature on July 31, 1986 and to be in the denomination of $5,000, or any integral multiple designated by the successful bidder within twenty-four hours of acceptance of the bid.

Interest on the Warrants will be payable at maturity and computed on the basis of a 360-day year of twelve 30-day months. The Warrants will be issued in fully registered form. Principal and interest will be payable by Norwest Bank Des Moines, N.A., the Paying Agent for the College, unless another paying agent acceptable to the College is designated by the purchase within twenty-four hours of acceptance of the bid.

AUTHORITY: The Warrants are issued under the authority of Chapter 74 of the Code of Iowa, as amended.

SECURITY: The Warrants are payable from and secured by the general fund of the College and all revenues deposited therein for the fiscal year 1985-1986 and are also payable from the issuance of anticipatory warrants issued in anticipation of revenues for the 1986-1987 fiscal year.

INTEREST RATE AND BIDDING REQUIREMENTS: The Warrants shall bear interest at a single rate to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/100 of 1%. No proposal for the purchase of less than all of the Warrants or at a price less
than $4,800,000 plus accrued interest will be considered. Each bid shall state the total interest cost, total premium, the net interest cost to the College and the net effective interest rate thereunder, but such statements shall not be considered a part of the bid.

**BID SECURITY:** Upon notification that its bid is the most favorable, the bidder offering the most favorable bid must wire, immediately following the opening of bids, to a bank to be designated by the College and for the account of the College, a good faith deposit in the amount of $48,000 to be forfeited as liquidated damages if such bid be accepted and the bidder fails to take up and pay for the Warrants and to be retained by the College and credited toward the purchase price of the Warrants. No interest shall be allowed on the good faith deposit.

**PRIOR REDEMPTION:** The Warrants will not be subject to redemption prior to maturity.

**DELIVERY OF WARRANTS:** The Warrants will be delivered, without expense to the purchaser, at any mutually acceptable bank or trust company in the United States, upon full payment in immediately available cash or federal funds. The Warrants are expected to be delivered within forty days after the sale. Should delivery be delayed beyond sixty days from date of sale for any reason except failure of performance by the purchaser, the purchaser may withdraw his bid and thereafter his interest in and liability for the Warrants will cease and his bid security will be returned without interest. When the Warrants are ready for delivery, the College may give the successful bidder five working days notice of the delivery date and the College will expect payment in full on that date, otherwise reserving the right at its option to determine that the bidder has failed to comply with the offer of purchase. Accrued interest to the date of delivery of the Warrants shall be paid by the purchaser at the time of delivery.

**CUSIP NUMBERS:** The Warrants will be printed without CUSIP numbers, unless requested by the purchaser who must agree in his bid proposal to pay the cost thereof and to waive any extension of delivery time due to the use of said numbers. In no event will the College be responsible for or Bond Counsel review or express any opinion of the correctness of such numbers, and incorrect numbers on said Warrants shall not be cause for the purchaser to refuse to accept delivery of the Warrants.

**RATINGS:** The Warrants will not be rated.

**LEGAL OPINION:** The Warrants will be sold subject to the opinion of Davis, Hockenberg, Wine, Brown & Koehn, Attorneys of Des Moines, which will be furnished without expense to the purchaser of the Warrants at the delivery thereof. Except to the
extent necessary to issue their opinion as to the legality of the Warrants, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Warrants.

RIGHTS RESERVED: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

Dated this ____ day of ______________, 1985.

HELEN M. MINOR,
Secretary of the Board
of Directors of the
Des Moines Area Community College.

(end of notice)
Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 21st day of May, 1985.

[Signature]
President of the Board of Directors

Attest:

[Signature]
Secretary of the Board of Directors
STATE OF IOWA )
) SS:
COUNTY OF POLK )

I, Helen M. Minor, Secretary of the Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on May 21, 1985, which proceedings remain in full force and effect, have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the fact sheet of said agenda being attached hereto) pursuant to the rules of the Board and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

Dated this 21st day of May, 1985.

Helen M. Minor
Secretary of the Board of Directors of the Des Moines Area Community College

D.44/19-26
FINREPT
DISK 6

May 6, 1985

MEMO TO: Board Secretary

FROM: Irv Steinberg

RE: Financial Report for April, 1985

With the receipt of second half year property taxes, cash flow for April was sufficient to cover expenses without utilizing borrowed funds. Third quarter State General Aid, for a total of $2,055,985, was received on May 3, 85 which will provide funds needed to cover expenses for the balance of this year.

Proceeds from the sale of $1.8 Million Certificates for the Greyhound, HF623 Project was received on April 30th and invested in a short term CD at 7 1/2% interest.

Interest rates on short term investments dropped to a low of 7 1/4%. Current investment market indicators suggest that these rates will increase slightly within a 30 day period, so that current investments are being restricted to 30 days or less at this time.

Adequate property tax funds have now been received in excess of amount required for the final payment of $1,754,400 due July 1, 1985 on the 3 year Plant Fund loan. The excess, currently $232,302, will be transferred to the Unexpended Plant Fund.
CASHPOS
•ISK #1

DES MOINES AREA COMMUNITY COLLEGE
CASH POSITION REPORT

April 30, 1985

<table>
<thead>
<tr>
<th>COMBINED FUNDS</th>
<th>PLANT FUND</th>
<th>VOTED TAX SF</th>
<th>DMACC TRUST</th>
<th>HF 623 JOB TNG</th>
</tr>
</thead>
<tbody>
<tr>
<td>----------------</td>
<td>------------</td>
<td>--------------</td>
<td>-------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Balance Fwd Apr 1, '85</td>
<td>$58,423</td>
<td>($31,945)</td>
<td>$46,070</td>
<td></td>
</tr>
<tr>
<td>PLUS: April Receipts</td>
<td>3,945,287</td>
<td>574,157</td>
<td>40,198</td>
<td></td>
</tr>
<tr>
<td>LESS: April Disbursement</td>
<td>3,997,437</td>
<td>539,304</td>
<td>83,368</td>
<td></td>
</tr>
<tr>
<td>Cash Balance 4-30-85</td>
<td>$6,273</td>
<td>$2,908</td>
<td>$2,900</td>
<td></td>
</tr>
</tbody>
</table>

INVESTMENTS:

<table>
<thead>
<tr>
<th>Savings Accounts:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ankeny State Bank</td>
</tr>
<tr>
<td>Bankers Trust</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Certificates of Deposit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plant Fd at BT</td>
</tr>
<tr>
<td>Gen Fd at ASB</td>
</tr>
<tr>
<td>Gen Fd at BT</td>
</tr>
<tr>
<td>Early Retirement SF</td>
</tr>
<tr>
<td>Loan Fd at ASB</td>
</tr>
<tr>
<td>Alumni at ASB</td>
</tr>
<tr>
<td>DMACC Trust at ASB</td>
</tr>
<tr>
<td>Boone Athl at HSL</td>
</tr>
<tr>
<td>Greyhound, HF623 Proj</td>
</tr>
</tbody>
</table>

Total Cash/Investments $5,093,377 $1,065,908 $1,986,702 $207,703 $2,054,015

FOOTNOTES:

1. HF623 account balance includes $32,180 Firestone, $10,210 for Equitable Life, $220,933 for Distinctive Packaging, and $1,790,692 for Greyhound projects.

2. CD’s shown above for Early Retirement represents Sinking Fund established for employees who elected the Early Retirement option.

3. General Fund CD’s include monies on hand from Anticipatory Warrant issued 7-2-84 to Bankers Trust of $4,263,000.

4. Final interest and principal payment of $1,754,400 on the 3 year Plant Fund loan will be made 7-1-85.
DMACC BUDGET STATUS APRIL 30, 1985
(FUNDS 1 AND 2)
DMACC BUDGET STATUS APRIL 30, 1985
(Funds 3, 4, 5, 6, 7)

NOTE: Plant Fund approved expenditures excludes $1,700,000 principle payment on 3 year loan and includes an increase of $1,027,000 Board approved 3-8-85.
DATE: May 8, 1985

TO: Helen Minor – Board Secretary

FROM: Don Zuck – Manager, Business Services

RE: May 21 Board Agenda Item
Sale of Student Constructed House – Ankeny

The following house is ready to be placed on the market:

House #25
822 S.E. 10th Street, Ankeny
Size: 1,450 sq. ft.
DMACC Costs: Construction (including some estimates) $53,793
Lot 16,934
Realtor Fees 4,000
$74,727

(Above costs include a $2,000 carpet allowance which will be included as part of the listing price.)

Appraisals: $87,000, $88,312, $83,000

Recommended listing price: $87,000

cc: Gene Snyders
DATE: May 10, 1985

TO: Helen Minor - Board Secretary

FROM: Don Zuck - Manager, Business Services

RE: May 21 Board Agenda Item
   Sale of Student Constructed House - Carroll

The following house is ready to be placed on the market:

House #10
733 San Salvador
Carroll, Iowa
Size: 1,300 sq. ft.
DMACC Costs: Construction (including some estimates) $54,319
Lot 12,500
Realtor Fees 4,794
$71,613

(Above costs do not include a carpet allowance.)

Appraisals: $79,900, $73,250, $86,400

Recommended listing price: $79,900

cc: Gene Snyders