City of TIFFIN

AGENDA INFORMATION
TIFFIN CITY COUNCIL COMMUNICATION

DATE:	February 11, 2026
AGENDA ITEM:	Consideration of Pay Application #9 – Miron Construction, Recreation Center
ACTION:	Motion

Background

Miron Construction, the Construction Manager/General Contractor for the Recreation Center, has submitted Pay Application No. 9, dated **January 31, 2026**.

This pay application is for work completed in this pay period includes, but is not limited to:

- Progress on metal building systems, elevators, HVAC, and electrical systems
- Continued work in plumbing and site utilities
- Stored materials for mechanical systems (Trane, Rist) verified and properly documented
- Ongoing progress on athletic equipment, masonry, steel erection, and concrete components

No contract change orders are included in this pay application.

Recommendation
Staff recommends approval of Pay Application No. 9 from Miron Construction Co., Inc. in the amount of $866,077.46 for work completed through January 31, 2026 on the Tiffin Community Recreation Center.

Attachments Pay Application

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Tiffin
300 Railroad St
Tiffin, IA 52340
USA

FROM CONTRACTOR: Miron Construction Co., Inc.
PO Box 1372
Green Bay, WI 54305-1372

PROJECT: City of Tiffin Community Recreation Center
105 S Park Road
Tiffin, IA 52340
USA

ARCHITECT: Atura Architecture
912 North 13th Street
Clear Lake, IA 50428

APPLICATION NO.: 9
PERIOD TO : 01/31/2026
PROJECT NOS.: 250120
INVOICE NO.: 250120-0009
CONTRACT DATE : 11/19/2024

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

CONTRACT FOR: City of Tiffin Community Recreation Center

APPLICATION AND CERTIFICATE FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM	$	12,435,142.00
2. Net change by change orders	$	-1,042,001.88
3. CONTRACT SUM TO DATE (Line1 +/- 2)	$	11,393,140.12
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	5,148,538.55
5. RETAINAGE: (Total retainage Column I of G703)	$	257,426.93
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	4,891,111.62
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	3,781,121.68
8. CURRENT PAYMENT DUE	$	1,109,989.94
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	6,502,028.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner	0.00	-1,042,001.88
APPROVED THIS MONTH		
Number Date Approved		
Current Total:	0.00	0.00
Net Change by Change Orders		-1,042,001.88

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

WARNING: DO NOT CHANGE ESTABLISHED PAYMENT INSTRUCTIONS FOR PAYMENTS TO MIRON CONSTRUCTION CO., INC.. Miron Construction Co., Inc. does not change its bank routing or account numbers. Do not accept or rely upon emails or correspondence requesting changes to Miron Construction Co., Inc.'s established payment instructions. Any change to Miron Construction Co., Inc.'s payment instructions can only be made by a fully executed Change Order to the Agreement between Owner and Miron Construction Co., Inc..

Contractor: Miron Construction Co., Inc.

By: _____ Date: January 27, 2026

State of: Wisconsin

County of: Winnebago

Subscribed and sworn to before me this 27 day of January 2026

Notary Public: _____

My Commission expires: 10/31/26

CHRISTINE TRUDEAU NOTARY PUBLIC STATE OF WISCONSIN

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....$ 1,109,989.94

(Attach explanation If amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: _____
City of Tiffin

ARCHITECT: Atura Architecture

By: _____ Date: 2/5/26

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Miron Construction Co., Inc.

CONTINUATION SHEET AIA DOCUMENT G703

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest cent.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 9
APPLICATION DATE: 01/26/2026 INVOICE NO.:
PERIOD TO: 01/31/2026 250120-0009
PROJECT NO: 250120

A	B	C			D	E	F	G		H	I
		SCHEDULED VALUE			WORK COMPLETED (D+E)						
ITEM NO.	DESCRIPTION OF WORK	ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD	MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER-%(G/C)	BALANCE TO FINISH	RETAINAGE
005	General Conditions	503,136.00	0.00	503,136.00	204,399.00	31,446.00	0.00	235,845.00	47	267,291.00	11,792.25
010	General Requirements	206,878.00	0.00	206,878.00	45,903.02	25,703.29	0.00	71,606.31	35	135,271.69	3,580.35
015	Construction Manager Contingency	567,585.00	-115,861.86	451,723.14	0.00	0.00	0.00	0.00	0	451,723.14	0.00
016	Owner Contingency	0.00	225,451.17	225,451.17	0.00	0.00	0.00	0.00	0	225,451.17	0.00
020	Construction Fee	500,822.00	-42,001.00	458,821.00	368,121.28	0.00	0.00	368,121.28	80	90,699.72	18,406.01
025	Preconstruction Services	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00	10,000.00	100	0.00	500.00
030	Railroad Insurance	5,050.00	0.00	5,050.00	5,050.00	0.00	0.00	5,050.00	100	0.00	252.50
035	Cast In Place Concrete	813,985.00	87,587.70	901,572.70	438,120.94	0.00	0.00	438,120.94	49	463,451.76	21,906.05
040	Masonry	344,553.00	-166,080.78	178,472.22	119,920.00	45,052.22	0.00	164,972.22	92	13,500.00	8,248.61
045	Steel Fabrication and Erection	987,710.00	97,290.00	1,085,000.00	136,629.01	548,399.99	0.00	685,029.00	63	399,971.00	34,251.46
050	General Trades	327,150.00	71,718.84	398,868.84	5,076.97	6,500.00	0.00	11,576.97	3	387,291.87	578.85
055	Rolling Doors and Shutters	6,890.00	1,870.00	8,760.00	0.00	0.00	0.00	0.00	0	8,760.00	0.00
060	Alum Windows, Entrances, Glass/Glazing	611,932.00	-222,632.00	389,300.00	0.00	0.00	91,000.00	91,000.00	23	298,300.00	4,550.00
065	Gypsum Board Systems	320,909.00	-107,219.00	213,690.00	0.00	0.00	0.00	0.00	0	213,690.00	0.00
070	Tile	13,129.00	2,934.00	16,063.00	0.00	0.00	0.00	0.00	0	16,063.00	0.00
075	Suspended Acoustical Ceiling and Panels	117,427.00	-27,246.00	90,181.00	0.00	0.00	0.00	0.00	0	90,181.00	0.00
080	Resilient Athletic Flooring	269,255.00	-42,255.00	227,000.00	0.00	75.00	743.00	818.00	0	226,182.00	40.90
085	Wood Athletic Flooring	240,000.00	-40,307.00	199,693.00	9,985.00	0.00	0.00	9,985.00	5	189,708.00	499.25
090	Resilient Flooring, Base and Carpet	67,829.00	-46,219.00	21,610.00	0.00	0.00	0.00	0.00	0	21,610.00	0.00
095	Painting and Wall Covering	161,504.00	-72,450.50	89,053.50	0.00	0.00	0.00	0.00	0	89,053.50	0.00
100	Building Signage	80,097.00	5,403.00	85,500.00	0.00	0.00	0.00	0.00	0	85,500.00	0.00
105	Athletic Equipment	300,600.00	12,745.00	313,345.00	15,667.00	0.00	0.00	15,667.00	5	297,678.00	783.35

Miron Construction Co., Inc.

CONTINUATION SHEET AIA DOCUMENT G703

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest cent.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 9
APPLICATION DATE: 01/26/2026 INVOICE NO.:
PERIOD TO: 01/31/2026 250120-0009
PROJECT NO: 250120

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED (D+E)		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER-%(G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
110	Metal Building Systems	1,997,300.00	24,775.83	2,022,075.83	1,647,164.25	80,748.71	0.00	1,727,912.96	85	294,162.87	86,395.65
115	Elevators	122,000.00	0.00	122,000.00	0.00	61,000.00	0.00	61,000.00	50	61,000.00	3,050.00
120	Fire Suppression	204,120.00	-46,930.90	157,189.10	0.00	0.00	0.00	0.00	0	157,189.10	0.00
125	Plumbing	383,200.00	-61,603.00	321,597.00	55,556.00	15,154.00	0.00	70,710.00	22	250,887.00	3,535.50
130	HVAC	935,847.00	-215,897.00	719,950.00	27,005.00	36,827.00	210,590.00	274,422.00	38	445,528.00	13,721.10
135	Electrical	823,355.00	-114,490.01	708,864.99	284,142.88	13,675.00	0.00	297,817.88	42	411,047.11	14,890.89
140	Earthwork	315,386.00	11,601.70	326,987.70	285,101.44	0.00	0.00	285,101.44	87	41,886.26	14,255.07
145	Aggregate Piers	135,379.00	0.00	135,379.00	135,379.00	0.00	0.00	135,379.00	100	0.00	6,768.95
150	Asphalt Paving	169,606.00	0.00	169,606.00	0.00	0.00	0.00	0.00	0	169,606.00	0.00
155	Concrete Site Work	82,800.00	0.00	82,800.00	0.00	0.00	0.00	0.00	0	82,800.00	0.00
160	Athletic Turf Surfacing	45,000.00	-5,500.00	39,500.00	0.00	0.00	0.00	0.00	0	39,500.00	0.00
165	Site Utilities	64,708.00	75,782.88	140,490.88	140,490.88	0.00	0.00	140,490.88	100	0.00	7,024.55
166	Landscaping	0.00	97,075.00	97,075.00	20,360.00	0.00	0.00	20,360.00	21	76,715.00	1,018.00
170	Testing & Inspections Allowance	40,000.00	0.00	40,000.00	17,361.25	796.25	0.00	18,157.50	45	21,842.50	907.88
175	New Utility Services Allowance	40,000.00	-14,543.95	25,456.05	8,695.17	700.00	0.00	9,395.17	37	16,060.88	469.76
180	Mill & Overlay N Parking Lot Allowance	101,000.00	0.00	101,000.00	0.00	0.00	0.00	0.00	0	101,000.00	0.00
185	Flood Insurance Deductible Allowance	25,000.00	0.00	25,000.00	0.00	0.00	0.00	0.00	0	25,000.00	0.00
190	CMU Enhancements Allowance	35,000.00	-35,000.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
195	Lobby Alternate Ceiling Allowance	45,000.00	-45,000.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
200	Data Cabling & Backbone Allowance	250,000.00	-250,000.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
205	Access Control Allowance	34,000.00	0.00	34,000.00	0.00	0.00	0.00	0.00	0	34,000.00	0.00
210	CCTV Allowance	45,000.00	0.00	45,000.00	0.00	0.00	0.00	0.00	0	45,000.00	0.00

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PROJECT NO: 250120

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED (D+E)		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER-%(G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
215	Landscaping Allowance	75,000.00	-75,000.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
220	Unreleased Add #3 Allowance	10,000.00	-10,000.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
	Project Total:	*12,435,142.00*	*-1,042,001.88*	11,393,140.12	*3,980,128.09*	*866,077.46*	*302,333.00*	*5,148,538.55*	*45*	*6,244,601.57*	*257,426.93*

Submitted Via Email
01/19/2026

Miron
Building Excellence

PAYMENT APPLICATION

DATE: January 19, 2026

PROJECT NAME: City of Tiffin Community Recreation Center

ADDRESS: Tiffin, IA

CONTRACT FOR: FI-23.00/HVAC

MIRON PROJECT: 250120 CONTRACT #: 250120-000025 VENDOR#: 00005737

REQUEST NUMBER: 3 PERIOD FROM: 01/01/2026 TO: 01/31/2026

INVOICE NUMBER: 63748 INVOICE DATE: 01/19/2026

ORIGINAL CONTRACT AMOUNT	$719,950.00
APPROVED CHANGE ORDERS AS OF August 21, 2025	0
ADJUSTED CONTRACT AMOUNT	719,950.00
TOTAL COMPLETED TO DATE	274,422.00
PREVIOUS REQUESTS FOR PAYMENT	27,005.00
TOTAL EARNED THIS REQUEST	247,417.00
LESS 5% RETAINAGE	12,370.85
CURRENT PAYMENT DUE	235,046.15

VENDOR: Iltens Inc

SIGNED:

TITLE:

*** REQUESTS WILL NOT BE PROCESSED UNTIL THEY ARE SUBMITTED TO MIRON VIA E-MAIL IN A PDF FORMAT TO ACCOUNTSPAYABLE@MIRON-CONSTRUCTION.COM OR ORIGINALS ARE RECEIVED. FAX COPIES WILL NOT BE ACCEPTED.

- EACH PAYMENT APPLICATION MUST INCLUDE AN UP TO DATE SCHEDULE OF VALUES, INCLUDING SUB TIER SUPPLIER/SUBCONTRACTOR BREAKDOWN AND CURRENT PAYMENT STATUS. CHANGE ORDERS ISSUED TO DATE MUST BE REFLECTED ON THE CURRENT SCHEDULE OF VALUES.

SCHEDULE OF VALUES

PROJECT: City of Tiffin Community Recreation Center

VENDOR: Iltens Inc

CONTRACT #: 250120-000025

APPLICATION DATE: 01/19/2026

PAYMENT APP #: 3

Item No. (A)	Description of Work (B)	Scheduled Value (C)	Previous Application (D)	Work Completed		Total Completed & Stored To Date		Retainage % (I)	Balance To Finish (J)
				This Application (E)	MTRL Stored This Application (F)	(G)	% (H)		
	EQUIPMENT	251,752	14650.00		176,490.00	191,140.00	75.95	9557.00	60,612.00
	MATERIAL	55,353	1330.00		34,100.00	35430.00	64.01	1771.50	19,923.00
	LABOR	179,050	5965.00	5477.00		11,442.00	6.39	572.10	167,608.00
	SUB CONTRACTS	233,795	5060.00	31,350.00		36,410.00	15.57	1820.50	197,385.00
	Total:	719,950.00	27,005.00	36,827.00	210,590.00	274,422.00	38.12	13,721.10	445,528.00

Please email completed form to: elissa.watson@miron-construction.com

Miron
Building Excellence

January 2026

Iltens Inc Subcontractor/Supplier Contract List

Miron Project Name: City of Tiffin Community Recreation Center **Miron Project #:** 250120

Contract #: 250120-000025 **Contract Amount:** $ 719,950.00

	Sub-tier Name	PO#	Material Description	Address	Phone #	Original Sub-tier Contract / Estimate Amount	Previous Payments	Requested Payment for this month's billing	Balance Remaining	Lien Waiver Rec'd
1	TRANE	62608	BTU'S AHU'S	1400 SE 19TH	309-714-7223	198,120	12457.86	150,100.00	35562.14	
2			ELECT HEAT	ANKENY IA						
3	TRANE		CONTROLS	GRIMES IA	515-278-0220	190,000		28,500.00	161,500.00	
4	RIST AND ASSOC	62605	RGD LOUVER	PO BOX 1907		47,500		38,370.00	9130.00	
5			DUCT SOX, EF	DES MOINES IA						
6			DESIGAT FANS							
7	PRECISION AIR	62607	AIR BALANCE	14225 UNIV. AVE #220A WAUKEE IA	515-288-2237	8800		0	8800.00	
8										
9	CHESTNUT DESIGN		PDM DRAWINGS	KENDALLVILLE IN	319-624-2051	4500 =	4500.00	0	0	Yes
10	Labor, Misc Material, etc.									
						TOTAL: 448,920	$ 13207.86	$ 216,970.00	$ 214,992.14	$

Change Orders (at option of Miron's Project Manager)

1						
2						
3						
4						
		TOTAL:	$	$	$	$

Please email completed form to: elissa.watson@miron-construction.com

Please provide a detailed breakdown showing the amount to be paid to each sub-tier (subcontractor or supplier) on all pay requests. This information should also be identified on your Schedule of Values. In addition, we ask that you provide Lien Waivers from your sub-tiers. If for any reason lien waivers are not received and payment has not been met, Miron will hold future payments due to your company until it is confirmed that the previous pay requests have been paid out.

Ilten's

P.O. BOX 129 • CEDAR RAPIDS, IA 52406
SALES (319) 363-0283 • SERVICE (319) 363-8277
FAX (319) 363-3617 service@iltensinc.net

INVOICE

DATE	INVOICE #	CUST #
1/16/2026	0000063748	0004507

BILL TO:

Miron Construction
Attn: Andrew
Po Box 509
Neenah WI 54957-0509

SHIP TO:

Tiffin Comm Rec Center
City Of Tiffin
Tiffin IA

P.O. NUMBER	TERMS	SALES PERSON
	NET 10	John

QUAN	DESCRIPTION	PRICE EACH	AMOUNT
	HVAC pre Plans and Specs		
1.00	Progressive Jobs Labor	5,477.00	5,477.00
1.00	Progressive Jobs Material	34,100.00	34,100.00
1.00	Progressive Jobs - Equipment	176,490.00	176,490.00
1.00	Progressive Jobs - Subcontract	31,350.00	31,350.00
	Progressive Billing #3		
	Happy with our service? Please leave us a review on Google and like our Facebook page.		
	WE APPRECIATE YOUR BUSINESS!		
	TOTAL		$247,417.00

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: __12/11/2025_____

The undersigned hereby acknowledged receipt of the sum of $__3750.00_____

CHECK ONLY ONE

1) _X___As partial payment of labor, skill and material furnished.

2) ____As payment for all labor, skill and material furnished or to be furnished (except the sum

of $_____retainage or hold back).

3) ____As full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

City of Tiffin Community Recreation Center
105 S. Park Rd
Tiffin, IA 52340

and of value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if line 1 is checked, and except for retainage shown if line 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full,
EXCEPT:

Customer: Ilten's, Inc.
919 14th Ave SW
Cedar Rapids, IA 52404

Vendor: Chestnut Designs & Consulting

_____Signature

____Corey Chestnut_____Name

____President_____Title

____1051 20th Street SE_____Address

____Cedar Rapids, IA 52403_____City, State Zip

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: ___1/16/2026_____

The undersigned hereby acknowledged receipt of the sum of $__750.00_____(seven hundred fifty & no/100)

CHECK ONLY ONE

1) __As partial payment of labor, skill and material furnished.

2) ____As payment for all labor, skill and material furnished or to be furnished (except the sum

of $_____retainage or hold back).

3) _X___As full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

City of Tiffin Community Recreation Center
105 S. Park Rd
Tiffin, IA 52340

and of value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if line 1 is checked, and except for retainage shown if line 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full,
EXCEPT:

Customer: Ilten's, Inc.
919 14th Ave SW
Cedar Rapids, IA 52404

Vendor: Chestnut Designs & Consulting

_____Signature

Corey Chestnut Name

President Title

P.O. Box 1822 Address

Cedar Rapids, IA 52403 City, State Zip

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/19/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Skogman Insurance Agency
417 1st Ave SE
Cedar Rapids IA 52401

License#: 1001002959

CONTACT NAME: Certificate Processing
PHONE (A/C, No, Ext): 319-366-6288 **FAX (A/C, No):** 319-364-7157
E-MAIL ADDRESS: skogman@skogmanins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Partners Mut Ins Co	13439
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Ilten's Inc.
919 14th Ave SW
Cedar Rapids IA 52404

ILTEINC-01

COVERAGES **CERTIFICATE NUMBER:** 646110015 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT [ ] LOC OTHER:	Y	Y	CZ92023197	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	AZ92023197	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000/1000000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			UZ92023197	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WZ92023197	1/1/2026	1/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Errors & Omissions			CZ92023197	1/1/2026	1/1/2027	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: #250120 – City of Tiffin Community Recreation Center-BP#2 including miscellaneous Supply Work at the same location 105 S. Park Rd, Tiffin, IA 52340

Stored Materials - Trane $22,603.00 & Rist $38,370.00 at 919 14th Ave SW, Cedar Rapids, IA 52404
Stored Materials - Trane $127,471.59 RTU at Coonrod Wrecker & Crane Service, 4000 E. Ave NW CR, IA 52405

If required If required by written contract, Miron Construction Co., Inc., and Sunshine Leasing, LLP, City of Tiffin, Atura Architecture are included as a primary/non-contributory additional insured (including products & completed operations) on the General Liability and primary/non-contributory additional insured See Attached...

CERTIFICATE HOLDER

Miron Construction Co., Inc.
335 French Ct SW
Cedar Rapids IA 52404

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: ILTEINC-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Skogman Insurance Agency	Ilten's Inc. 919 14th Ave SW Cedar Rapids IA 52404
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

(including products & completed operations) on the Auto Liability by written contract, Miron Construction Co., Inc., and Sunshine Leasing, LLP, City of Tiffin, Atura Architecture are included as a primary & non-contributory additional insured on the General Liability and the Auto Liability. If required by written contract, a Waiver of Subrogation applies on the General Liability and Auto Liability, in favor of the below listed Certificate Holder. Umbrella follows form in regard to the underlying coverages. A Third Party (30 Day) Notice of Cancellation has been endorsed in favor of the below listed certificate holder, subject to policy conditions. A Non-Waiver of Governmental Immunities has been added in favor of City of Tiffin.

PARTNERS
MUTUAL INSURANCE
An affiliate of Penn National Insurance
20935 Swenson Drive
Waukesha, Wisconsin 53186-2057

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

AUTOMATIC ADDITIONAL INSUREDS -- OWNERS, CONTRACTORS AND SUBCONTRACTORS (ONGOING OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following provision is added to **SECTION II - WHO IS AN INSURED**

1. Any person(s) or organization(s) (referred to below as additional insured) you are required in a written contract or agreement to name as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location or project described in the contract or agreement.

However,

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to insurance afforded to these additional insureds, the following additional exclusions apply:

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, designs and specifications; and

   b. Supervisory, inspection, architectural or engineering activities.

2. This insurance does not apply to "bodily injury" or "property damage" occurring after:

   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional

insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

C. The limits of insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

D. With respect to the coverage provided by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4. Other Insurance**, Subparagraph **a. Primary Insurance**, is replaced by the following:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except;

(1) If a written contract or agreement that requires any person(s) or organization(s) to be an additional insured also requires this insurance to be primary and noncontributory, then this insurance is primary over any other insurance in which the additional insured is a Named Insured. We will not seek contribution from any other liability policy in which the additional insured is a Named Insured.

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All persons and/or organization's that require a Waiver of Subrogation on work you perform for them, subject to the following conditions:
1. The requirement is by written contract executed by you and them prior to the date of accident or loss; and
2. The written contract contains a hold harmless and indemnification provision in that person or organization's favor; and
3. We are the carrier of record providing General Liability coverage for the insured.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01-01-2024 Policy No. WZ92023197 Endorsement No.
Insured ILTEN'S INC Premium INCL

Insurance Company Countersigned by _____

WC 00 03 13
(Ed. 4-84)

PARTNERS
MUTUAL INSURANCE
An affiliate of Penn National Insurance
20935 Swenson Drive
Waukesha, Wisconsin 53186-2057

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
This endorsement changes the policy effective on the inception date of the policy or as of the date indicated below.

CZ92023197	01/01/2025	01/01/2026	
Policy Number	Effective	Expiring	Issued To
4		2025-08-28	(12358) Skogman Insurance
Endorsement No.		Effective	Agent

Authorized Representative

AMENDATORY ENDORSEMENT

ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

GOVERNMENTAL IMMUNITY

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Organization:
City of Tiffin

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is-amended to add the following:
Nonwaiver of Government Immunity

The purchase of this policy and naming of the organization shown in the Schedule as an additional insured does not waive any of the defenses of governmental immunity available to the organization shown in the Schedule under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Claims Coverage
This policy shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Assertion of Government Immunity
The organization shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

Non-Denial of Coverage for Governmental Immunity
We shall not deny coverage or deny any of the rights and benefits accruing to the organization shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in Favor of the defense(s) of governmental immunity asserted by the organization shown in the Schedule.

GA 4217 IA 05 03

PARTNERS
MUTUAL INSURANCE
An affiliate of Penn National Insurance
20935 Swenson Drive
Waukesha, Wisconsin 53186-2057

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PENNPAC PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. Broad Form Named Insured

The following is added to **Section II - Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured**:

d. (1) Any organization or subsidiary thereof which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

(2) Paragraph **I.d.(1)** does not apply to "accident" or "loss" with respect to which an "insured" under this policy is also an "insured" under another policy or would be an "insured" under such policy but for its termination or upon the exhaustion of its limits of insurance.

(3) Paragraph **I.d.(2)** does not apply to a policy written to apply specifically in excess of this policy.

e. (1) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.

(2) Coverage under Paragraph **I.e.(1)** is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Coverage does not apply to an "accident" or "loss" that results from an "accident" that occurred before you acquired or formed the organization.

II. Blanket Additional Insured

Any person or organization, with whom you agree in a written contract, agreement or permit, to name as an insured for Covered Autos Liability Coverage is an "insured," but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II of the Coverage Form.
This insurance does not apply unless the written contract or agreement has been executed or the permit has been issued prior to the "bodily injury" or "property damage."

This insurance does not apply to the owner or any one else from whom you hire or borrow a covered "auto."

III. Temporary Substitute Autos – Physical Damage Coverage
The following is added to Paragraph **C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** of **Section I – Covered Autos**:

If Physical Damage Coverage is provided by this coverage form, the following types of vehicles are covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

a. Breakdown;
b. Repair;
c. Servicing;
d. "Loss"; or
e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

IV. Personal Effects Coverage

The following is added to **Section III - Physical Damage Coverage**, Paragraph **A. Coverage**:

5. We will pay up to $1,000 for "loss" to wearing apparel and other personal effects which are:

a. Owned by an "insured"; and
b. In or on your covered "auto."

This coverage applies only in the event of a total theft of your covered "auto."

No deductibles apply to this coverage.

V. Towing and Labor Coverage

Section III – Physical Damage Coverage, Paragraph **A.2.** is deleted and replaced with the following:

2. We will pay $75 plus the amount, if any, shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type or light truck type is disabled. However, the labor must be performed at the place of disablement.

We will pay up to $250 plus the amount shown, if any, in the Declarations for towing and labor costs incurred each time a covered "auto" other than the private passenger or light truck type is disabled. However, the labor must be performed at the place of disablement.

VI. Rental Reimbursement

Section III – Physical Damage Coverage is amended by adding the following:

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

This coverage applies only:

a. For those expenses incurred during the policy period beginning 24 hours after the "loss";
b. For necessary and actual expenses incurred;
c. To a "loss" for which we also pay a "loss" under Physical Damage Coverage- Comprehensive Coverage, Specified Causes of Loss Coverage or Collision Coverage; and
d. If there are no spare or reserve "autos" available to you for your operations.

Our payment will be limited to the period of time reasonably required to repair or replace the covered "auto." We will pay up to $50 per day to a maximum of $1,500.

If "loss" results from the total theft of a covered "auto" we will pay under this coverage only that amount of rental reimbursement expenses which are not already provided under the Physical Damage Coverage Extension.

VII. Replacement Cost Coverage – Private Passenger Autos

Section III – Physical Damage Coverage, **C. Limit Of Insurance** is amended by addition of the following:

4. Paragraph **C.1.a, C.2. and C.3.** do not apply to private passenger "autos" described in the Schedule, purchased new and not previously titled.

The most we will pay for any covered "loss" will be the lesser of:

a. The cost of a new "auto" of the same make, size including the same equipment; or
b. The cost of repairing with parts of like kind and quality,

minus the deductible shown in the Schedule.

This coverage does not apply to "loss" caused by fire, theft, larceny or vandalism.

This coverage applies for five years from the date of purchase of the private passenger "auto."

VIII. Extended Coverage – Airbags

Section III – Physical Damage Coverage, **B. Exclusions**, Paragraph **3.** is amended by addition of the following:
The exclusion for "loss" caused by mechanical breakdown does not apply to the accidental discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

IX. Audio, Visual and Data Electronic Equipment Coverage

a. Section III – Physical Damage Coverage, **B. Exclusions**, Paragraph **5.** is amended by the following addition to the exception of **4.c.** and **4.d.**:

e. Electronic equipment designed solely for receiving or that transmits audio, visual or data signals and is permanently installed in the covered "auto" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be soley operated by use of

the power from the "auto's" electrical system, in or upon the covered "auto."

(1) If a "loss" occurs solely to the audio, visual or data electronic equipment, then for each covered "auto" our obligation to pay for, repair, return or replace the damaged or stolen property will be subject to a $250 deductible.

(2) In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

b. Paragraph **C.1.b.** under Limits of Insurance of **Section III – Physical Damage Coverage** does not apply.

X. Waiver Of Subrogation

The following is added to **A.5. Transfer Of Rights Of Recovery Against Others To Us** condition in **Section IV - Business Auto Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract."

XI. Duties in the Event of Accident, Claim, Suit or Loss Redefined

a. The requirement in Loss Conditions **2.a.** of **Section IV – Business Auto Conditions** that you must see to it that we are notified of an "accident" only applies when the "accident" or offense is known to:
(1) You, if you are an individual;
(2) A partner, if you are a partnership; or
(3) A member, if you are a limited liability company; or
(4) An executive officer or insurance manager, if you are a corporation.

b. The requirement in Loss Condition **2.b.** of **Section IV – Business Auto Conditions** that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;
(2) A partner, if you are a partnership; or
(3) A member, if you are a limited liability company; or
(4) An executive officer or insurance manager, if you are a corporation.

XII. Supplementary Payments Increased Limits

Section II – Covered Autos Liability Coverage, Coverage **2.a. Supplementary Payments**, Paragraphs **a.(2)** and **a.(4)** are replaced by the following:

(2) Up to $3000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to $300 a day because of time off from work**.**

XIII. Unintentional Errors or Omissions

We will not deny coverage under this Coverage Part because of the unintentional omission of, or unintentional error in, any information provided by you. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XIV. Physical Damage - Transportation Expense

In **Section III – Physical Damage Coverage**, Paragraph **A.4.a.**, the amount we will pay is increased to $60 per day to a maximum limit of $1,800.

XV. Hired Auto – Limited Worldwide Coverage

In **Section IV - Business Auto Conditions**, **B. General Conditions**, Paragraph **7.b.(5)** is replaced with the following:
(5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 60 days or less,

XVI. Hired Auto Physical Damage

If Comprehensive, Specified Causes of Loss or Collision coverage is provided under this policy, then Hired Auto Physical Damage Coverage is provided for that coverage subject to the following limit:

(1) The most we will pay in any one policy period for "loss" to all hired "autos" is the lesser of:

a. $75,000; or
b. The actual cash value of the damaged or stolen property at the time of the "loss"; or

c. The cost of repairing or replacing the damaged or stolen property.

A $500 deductible applies to "loss" caused by other than fire or lightning.

(2) Subject to **(1)a.,b.** and **c.** above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations.

(3) When you are required by a written contract to indemnify a lessor for actual financial loss due to a loss of use of a hired "auto" resulting from a covered "accident" or "loss," we will pay up to $65 per day subject to a maximum limit of $1,000.

If a premium entry is shown in Item Four – Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums – Physical Damage Insurance, this Provision does not provide any insurance.

XVII. Vehicle Wraps, Custom Paint And Related Advertising Modifications

The following is added to Paragraph **C. Limit of Insurance** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form:

If we offer to pay the actual cash value of the damaged or stolen "auto," we will value vehicle advertising wraps, paint customization and similar business-related advertising modifications, separately from the actual cash value of the "auto." Coverage for these items will be on a replacement cost basis.

XVIII. Auto Loan/Lease Gap Coverage

The Physical Damage Coverage Section is amended by addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule Of Covered Autos You Own, we will pay any unpaid amount due on the lease or loan for a covered "auto," less:

1. The amount paid under the policy's Physical Damage Coverage Section; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

c. Security deposits not returned by the lessor;

d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

e. Carry-over balances from previous loans or leases.

Auto Loan/Lease Gap Coverage will only apply when no provision for this or similar coverage is included in the original lease agreement written on the covered loaned/leased "auto."

XIX. Bodily Injury Redefined

Section V – Definitions, Paragraph **C.** "Bodily injury" is amended as follows:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish, mental injury or death resulting from any of these.

XX. Full Glass Coverage

The following is added to Paragraph **D. Deductible** of **Section III-Physical Damage Coverage**:

For Comprehensive Coverage, no deductible applies to "loss" to glass used in windshield, doors and windows of the covered "auto," including glass used in sunroofs and moon roofs.

Full Glass coverage applies only to those covered "autos" described or designated for Comprehensive Coverage in the Declarations.

XXI. Collision Deductible Waiver-Not At Fault Accident

The following is added to Paragraph **D. Deductible** of **Section III - Physical Damage Coverage**:

The deductible amount shall not apply to a total "loss" caused by collision between your covered "auto" and another "auto," provided:

a. The owner or operator of such other "auto" has been identified; and

b. The owner or operator of such other "auto" is legally liable for the "loss" to your covered "auto" and does not qualify as an "insured" under this policy; and

c. You are not comparatively or contributorily negligent for the "loss"; and

d. There is an available local police or law enforcement report which details the accident and identifies the owner and operator of the other motor vehicle and their insurance carrier(s).

XXII. Primary And Noncontributory – Other Insurance Condition

The following is added to the Other Insurance Condition in the Business Auto Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

(1) Such "insured" is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured."

PARTNERS
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Waukesha, Wisconsin 53186-2057

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COMMERCIAL GENERAL LIABILITY
PENNPAC PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. Damage To Your Work

The following is added to **Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability,** Paragraph **1. Insuring Agreement**:

f. Damages because of "property damage" include damages the insured becomes legally obligated to pay because of "property damage" to "your work" and shall be deemed to be caused by an "occurrence", but only if:

(1) The "property damage" is the result of work performed on your behalf by a subcontractor(s) that is not a Named Insured;

(2) The work performed by the subcontractor(s) is within the "products-completed operations hazard"; and

(3) The "property damage" is unexpected and unintended from the standpoint of the insured.

For the purposes of this coverage, the definition of "Occurrence" in SECTION V – DEFINITIONS is replaced with the following:

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. An accident shall include "property damage" to other than "your work" arising from "your work".

II. Limited Product Withdrawal Expense Coverage

A. The following is added to **Section I - Coverages**

LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

1. Insuring Agreement

a. We will reimburse you for "product withdrawal expenses" incurred by you because of a "product withdrawal" to which this insurance applies.

The most we will pay for "product withdrawal expenses" is $20,000 or the Limit Of Insurance shown in the Declarations or Schedule, whichever is higher.

b. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

(1) You determine that the "product withdrawal" is necessary; or

(2) An authorized government entity has ordered you to conduct a "product withdrawal".

c. We will reimburse "product withdrawal expenses" only if:

(1) The expenses are incurred within one year of the date the "product withdrawal" was initiated;

(2) The expenses are reported to us within one year of the date the expenses were incurred.

d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

(1) When you first announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or

(2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".

e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

2. Exclusions

This insurance does not apply to "product withdrawal expenses" arising out of:

a. Breach Of Warranty And Failure To Conform To Intended Purpose

Any "product withdrawal" initiated due to the failure of "your product" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

b. Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark

Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

c. Deterioration, Decomposition Or Chemical Transformation

Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if it is caused by:

(1) An error in manufacturing, design, or processing;

(2) Transportation of "your product"; or

(3) "Product tampering".

d. Goodwill, Market Share, Revenue, Profit Or Redesign

The costs of regaining goodwill, market share, revenue or "profit" or the costs of redesigning "your product".

e. Expiration Of Shelf Life

Any "product withdrawal" initiated due to expiration of the designated shelf life of "your product".

f. Known Defect

A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the date when this Coverage Part was first issued to you or prior to the time "your product" leaves your control or possession.

g. Otherwise Excluded Products

A recall of any specific products for which "bodily injury" or "property damage" is excluded under **Coverage A Bodily Injury And Property Damage Liability** by endorsement.

h. Governmental Ban

A recall when "your product" or a component contained within "your product" has been:

(1) Banned from the market by an authorized government entity prior to the policy period; or

(2) Distributed or sold by you subsequent to any governmental ban.

i. Defense Of Claim

The defense of a claim or "suit" against you for liability arising out of a "product withdrawal".

j. Third Party Damages, Fines And Penalties

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

k. Pollution-Related Expenses

Any loss, cost or expense due to any:

(1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

B. For the purposes of this coverage, the following condition is added to **Section IV – Commercial General Liability Conditions:**

Concealment Or Fraud

We will not provide coverage to you, or any other insured, who at any time:

1. Engaged in fraudulent conduct; or

2. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you.

C. The following definitions are added to **Section V - Definitions**:

1. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.

2. "Product tampering" is an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. "Product withdrawal" means the recall or withdrawal:

a. From the market; or

b. From use by any other person or organization;

of "your products", or products which contain "your products", because of known or suspected "defects" in "your product", or known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

4. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal":

a. Costs of notification;

b. Costs of stationery, envelopes, production of announcements and postage or facsimiles;

c. Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;

d. Costs of computer time;

e. Costs of hiring independent contractors and other temporary employees;

f. Costs of transportation, shipping or packaging;

g. Costs of warehouse or storage space; or

h. Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your purchase price or your cost to produce the products.

5. "Profit" means the positive gain from business operation after subtracting for all expenses.

III. Non-Owned Watercraft

a. Exclusion **g.** Paragraph **(2)** of **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

b. Paragraph **III.a.** applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.

c. Paragraphs **III.a.** and **III.b.** do not apply if the insured has any other insurance for “bodily injury” or “property damage” liability that would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this Provision **III.** does not provide any insurance.

d. Paragraph **III.c.** does not apply to a policy written to apply specifically in excess of this policy.

IV. Consolidated Insurance (Wrap – Up) Program

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability:**

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" if such operations were at any time subject to a “consolidated insurance (wrap-up) program”.

This exclusion applies whether or not the “consolidated insurance (wrap-up) program” provided:

(1) Coverage identical to that provided by this Coverage Part;

(2) Limits adequate to cover all claims; or

(3) Coverage that remains in effect.

This exclusion applies regardless of whether such operations are or were conducted by you or on your behalf.

This exclusion does not apply to your operations away from a “consolidated insurance (wrap-up) program" project site incidental to the support of such a project and not included within the “consolidated insurance (wrap-up) program”.

This exclusion does not apply to “bodily injury” or “property damage” within the “products-completed operations hazard” if all coverage available to the insured for the “products-completed operations hazard” in a “consolidated insurance (wrap-up) program” has been cancelled, non-renewed or otherwise no longer applies for reasons other than the exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis.

“Consolidated insurance (wrap-up) program” means any agreement or arrangement, including any contractor-controlled, owner-controlled or similar insurance program, under which some or all of the contractors working on a specific project or specific projects, are required to participate in a program to obtain insurance that:

(1) Includes same or similar insurance as that provided by this Coverage Part; and

(2) Is issued specifically for “bodily injury” or “property damage” arising out of such project or projects.

V. Supplementary Payments Increased Limits

In the **Supplementary Payments - Coverages A And B** provision of **Section I - Coverages**:

a. The limit for the cost of bail bonds is changed from $250 to $3000.

b. The limit for the actual loss of earnings is changed from $250 to $1000.

VI. Broad Form Named Insured

a. Section II – Who Is An Insured is amended to include as an insured any organization or subsidiary thereof, other than a partnership, joint venture, or limited liability company, which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

b. Paragraph **VI.a.** does not apply to injury or damage with respect to which an insured under this policy is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

c. Paragraph **VI.b.** does not apply to a policy written to apply specifically in excess of this policy.

VII. Newly Formed or Acquired Organizations

In Paragraph **3.a.** of **Section II - Who Is An Insured**, 90th day is changed to 180th day.

VIII. Incidental Malpractice Liability - Nurse, EMT, or Paramedic

Paragraph **2.a.(1)(d)** of **Section II - Who Is An Insured** is deleted and replaced by the following:

(d) Arising out of his or her providing or failing to provide professional health care services. However, if you have “employees” who are a nurse, emergency medical technician or paramedic, they are an insured with respect to their providing or failing to provide professional health care services to your “employees”.

IX. Automatic Additional Insureds

Section II - Who Is An Insured is amended to add:

a. The **Lessor of Leased Equipment** from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However,

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this insurance ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. The **Grantor of Franchise** when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability as grantor of a franchise to you.

However,

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this insurance ends when their contract or agreement with you for such franchise ends.

c. The **Manager or Lessor of premises** when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

A person's or organization's status as an additional insured under this insurance ends when their contract or agreement with you for such leased premises ends.

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises.

However,

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

d. The **Mortgagee, Assignee, or Receiver** when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of the premises by you.

However,

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this insurance ends when their contract or agreement with you for such premises ends.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. The **Vendor** when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

However,

1. The insurance afforded to such vendor only applies to the extent permitted by law; and

2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) **"**Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (**d)** or (**f);** or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

X. Amendment - Aggregate Limits of Insurance

The General Aggregate Limit under the **Section III - Limits Of Insurance** applies separately to each of your:

a. Projects away from premises owned by or rented to you;

b. "Locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

XI. Electronic Data Liability

a. Exclusion **2.p.** of **Coverage A Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring, expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

b. The following is added to Paragraph **2.** Exclusions of **Section I- Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information,

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

c. The following paragraph is added to **Section III – Limits Of Insurance**:

Subject to **5.** above, the most we will pay under **Coverage A** for "property damage", because of all loss of "electronic data" is $50,000 each "occurrence" subject to the $50,000 aggregate or the Electronic Data

Liability Limit shown in the Declarations or Schedule, whichever is higher.

d. Paragraph **XI.c.** does not apply to "property damage" arising out of damage to "electronic data" on embedded controllers used to operate or maintain building equipment.

e. The following definition is added to **Section V -Definitions**:

" Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

f. For the purposes of this coverage, the definition of "Property Damage" in **Section V - Definitions** is deleted and replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

XII. Duties in the Event of Occurrence, Claim or Suit Redefined

a. The requirement in Condition **2.a.** of **Section IV – Commercial General Liability Conditions** that you must see to it that we are notified of an "occurrence" only applies when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An officer of the corporation or insurance manager, if you are a corporation.

b. The requirement in Condition **2.b.** of **Section IV – Commercial General Liability Conditions** that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An officer of the corporation or insurance manager, if you are a corporation.

XIII. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **8. Transfer Of Rights Of Recovery Against Others To Us** condition in **Section IV – Commercial General Liability Conditions:**

A. We waive any right of recovery we may have against any person(s) or organization(s) because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person(s) or organization(s) and included in the "products-completed operations hazard". This waiver applies to all person(s) or organizations(s) you have agreed in that written contract or agreement to waive your right of recovery, however, we do not waive our right of recovery against any person or organization due to their liability arising out of the rendering of, or the failure to render, any professional

architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, designs and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

XIV. Bodily Injury Redefined

The definition of "bodily injury" in **Section V - Definitions** is deleted and replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.

XV. Mobile Equipment Redefined

Paragraph **12.f.** subparagraph **(1)** of **Section V - Definitions** does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

XVI. Unintentional Errors or Omissions

We will not deny coverage under this Coverage Part because of the unintentional omission of, or unintentional error in, any information provided by you. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XVII. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

XVIII. Voluntary Property Damage

a. We will pay, at the request of any Named Insured, for "voluntary property damage" to the property of others provided:

1. the "voluntary property damage" occurs while such property is in the care, custody or control of an insured or to property over which an insured is, for any purpose, exercising physical control;

2. the "voluntary property damage" arises out of operations away from the premises owned by, rented to, or controlled by the Named Insured; and

3. the "property damage" coverage of the policy would extend to the operation causing the loss.

b. The insurance under this coverage does not apply to "voluntary property damage" to property:

1. while being transported by, or caused by the ownership, maintenance, operation, use, loading or unloading of any automobile, watercraft or aircraft; or
2. rented to any Named Insured.

c. This insurance will apply only to loss that is in excess of $250 for each "occurrence."

d. The most we will pay under this coverage is $5,000 for each "occurrence" subject to $5,000 aggregate for the policy year.

The each "occurrence" and aggregate limit is in addition to the each "occurrence" and aggregate limit of the Voluntary Property Damage limit provided in the Contractors Special Liability endorsement **70 1909** if attached to this policy.

e. Payment under this coverage will not include any prospective profit or overhead charges of any nature.

f. "Voluntary property damage" as used in this coverage means physical injury to tangible property and does not include disappearance, abstraction or loss of use.

XIX. Special Broad Form Property Damage Liability Coverage

a. **Section** I. Coverage **A., 2.** Exclusion, j. Damage To Property, Paragraphs **j.(3), j.(4)**, and **j.(5)** are modified as follows:

Exclusions **j.(3), j.(4)** and **j.(5)** do not apply to the first $5,000 of "property damage" for each "occurrence" that would otherwise be insured except for the application of these exclusions, as long as the "occurrence" takes place away from the premises you own, rent or control.

The limit above is in addition to the limit for Special Broad Form Property Damage Liability Coverage **70 1909** if attached to this policy.

XX. Fellow Employee Extension

Under **Section II- Who Is An Insured**, Paragraphs **2.a. and 2.a.(1)** are replaced by the following:

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) Arising out of his or her providing or failing to provide professional health care services.

With respect to this provision only, Subparagraph (1) of Exclusion **2.e. Employers Liability** under **Section I Coverages, Coverage A.-Bodily Injury and Property Damage Liability** does not apply.

XXI. Medical Payments

a) The Medical Expense Limit in Paragraph 7. Of **Section III-Limits of Insurance** is replaced by a new Medical Expense Limit, which will be subject to all the terms of **Section III- Limits of Insurance**. If the Medical Expense Limit provided by the coverage part is $10,000, the new Medical Expense Limit is increased to $20,000.

b) This coverage does not apply if Coverage C-Medical Payments is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

XXII. Damage To Premises Rented To You

a. Under **Section I-Coverages, Coverage A Bodily Injury And Property Damage Liability, Exclusion j. Damage To Property,** the number of rental days is amended from a period of seven or fewer consecutive days to a period of ten or fewer consecutive days**.**

b. Under **Section I-Coverages, Coverage A Bodily Injury And Property Damage Liability,** the last paragraph of **2. Exclusions** is replaced with:

If Damage to Premises Rented To You is not otherwise excluded, Exclusions **c**. through **n.** do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III-Limits Of Insurance.**

c. Under **Section III- Limits Of Insurance**, **Paragraph 6**. Is replaced with:

6. Subject to **5**. above**,** the Damage To Premises Rented to You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner.

d. Under **Section IV- Commercial General Liability Conditions, Condition 4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced with:

(ii) That is Fire, Lightning, Explosion, Smoke, or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

e. Under **Section V-Definitions**, paragraph **a**. of Definition **9**. "insured contract" is deleted and replaced with:

a. A contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract" ;

service@iltensinc.net

From: coonrodcrane@aol.com
Sent: Thursday, January 15, 2026 8:33 AM
To: Iltensinc Service

good morning can you please pass this email onto John
Coonrod's has received 5 Trane units and are storing them until the job site is ready for them to be delivered and installed
the job site is Tiffin Community Center
thank you
Diane

Coonrod Wrecker & Crane Service
4000 E Ave NW
Cedar Rapids, IA 52405
P. 319-396-7600
F. 319-396-9206


GUARANTEED SHIPMENT
TIME CRITICAL
ESTES
(800) 645-3952
WARNING!
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IF SHOCKWATCH INDICATOR IS RED
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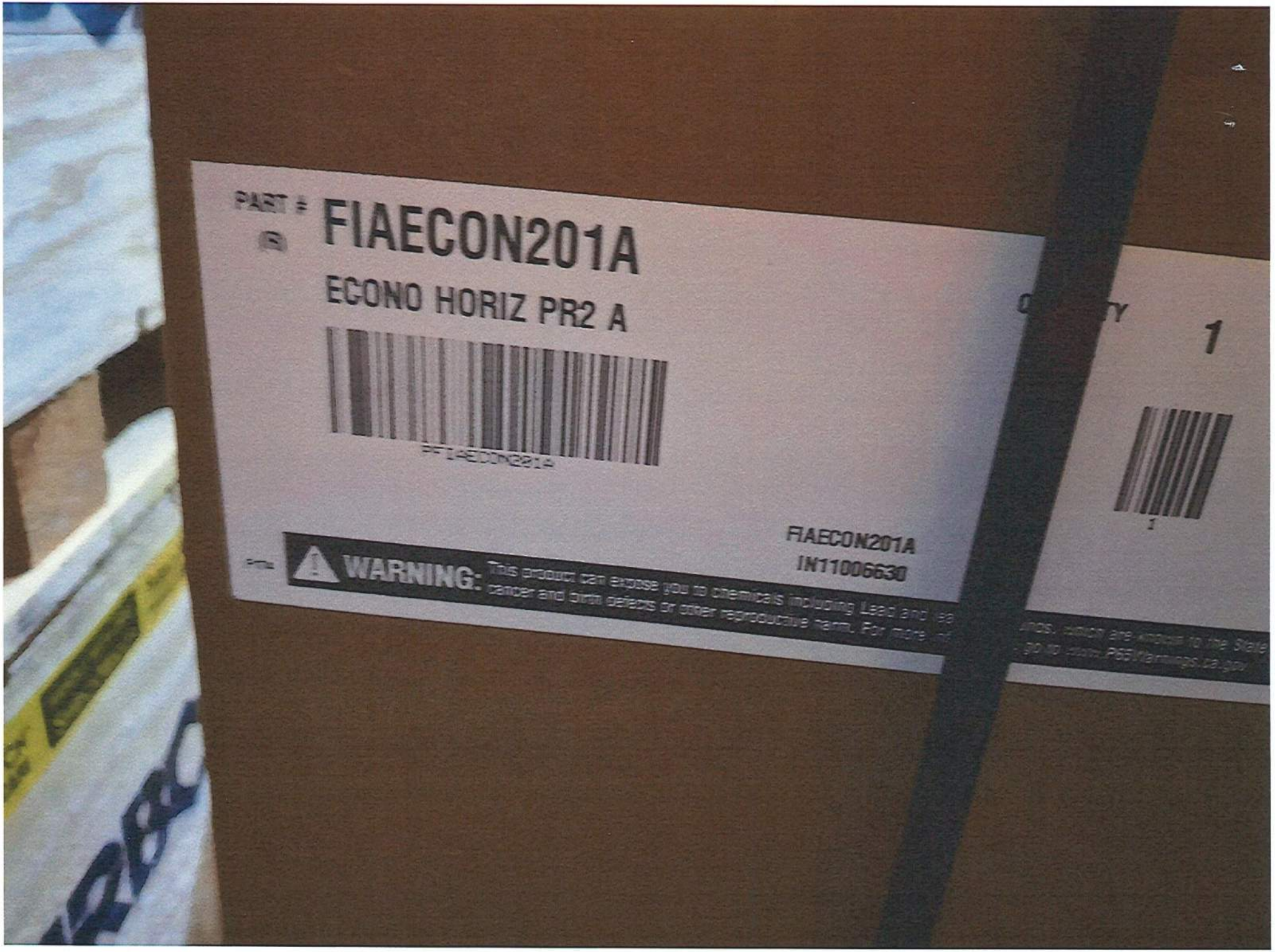
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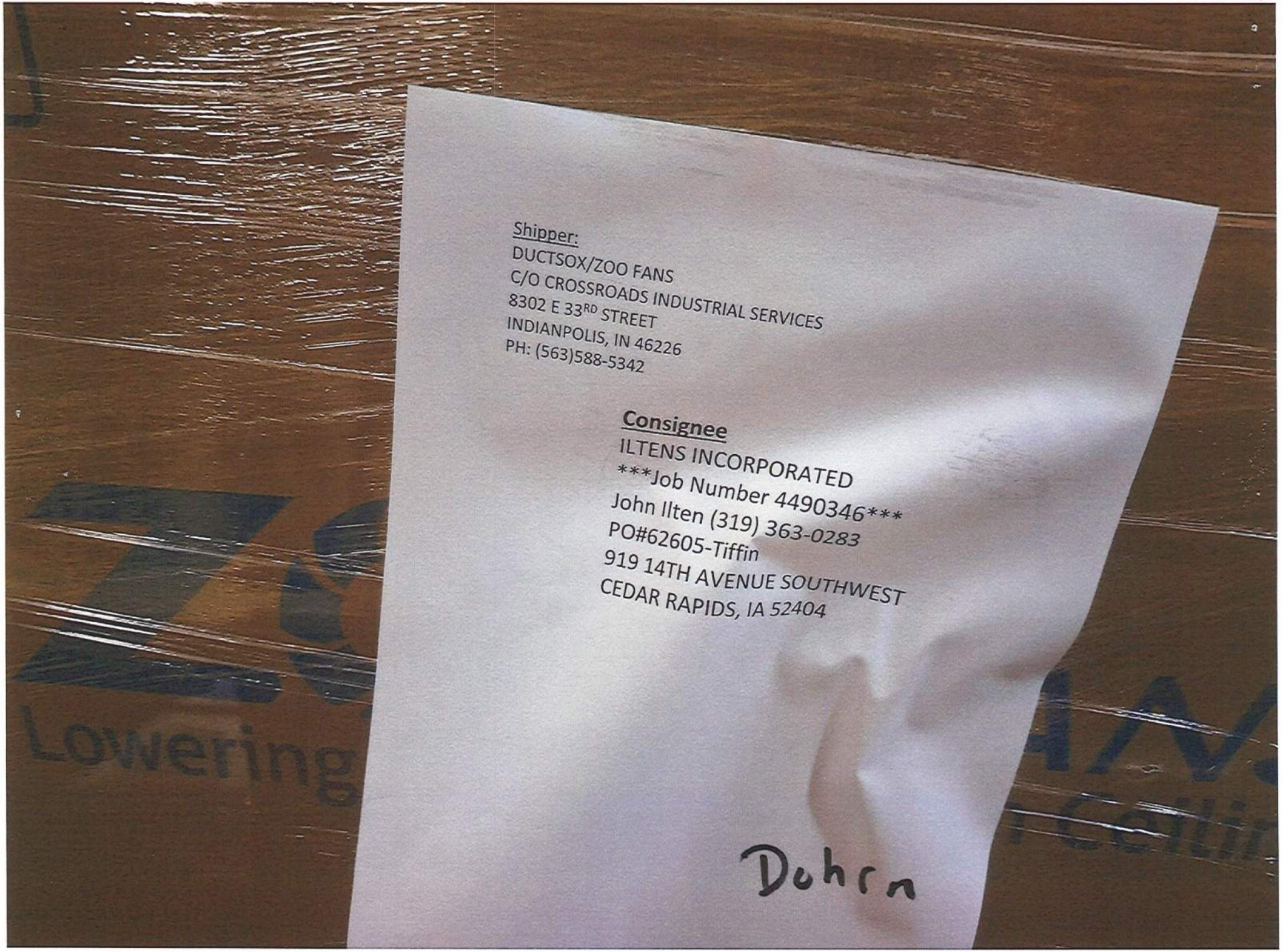
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Consignee
ILTENS INCORPORATED
Job Number 4490346
John Ilten (319) 363-0283
PO#62605-Tiffin
919 14TH AVENUE SOUTHWEST
CEDAR RAPIDS, IA 52404
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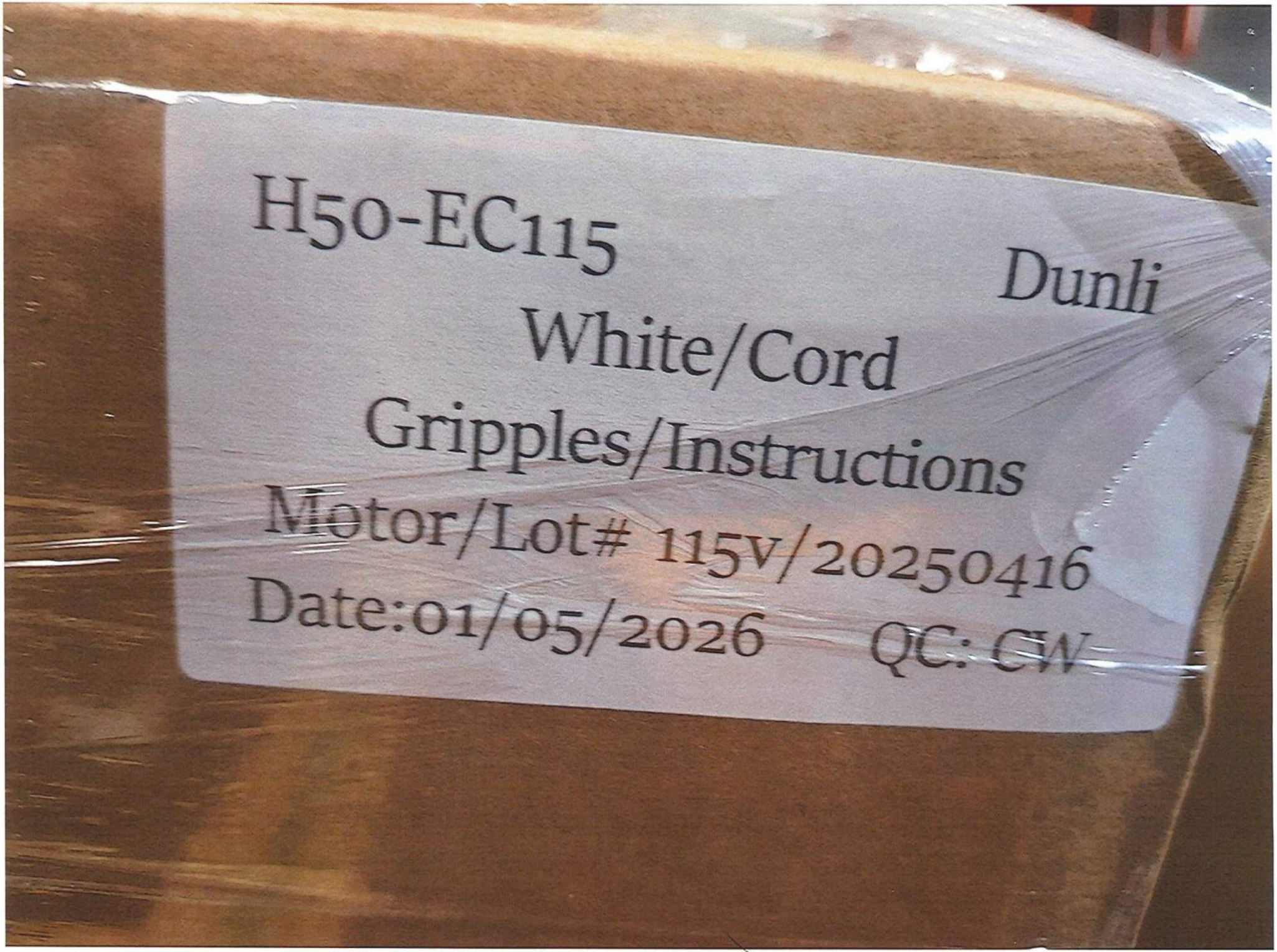
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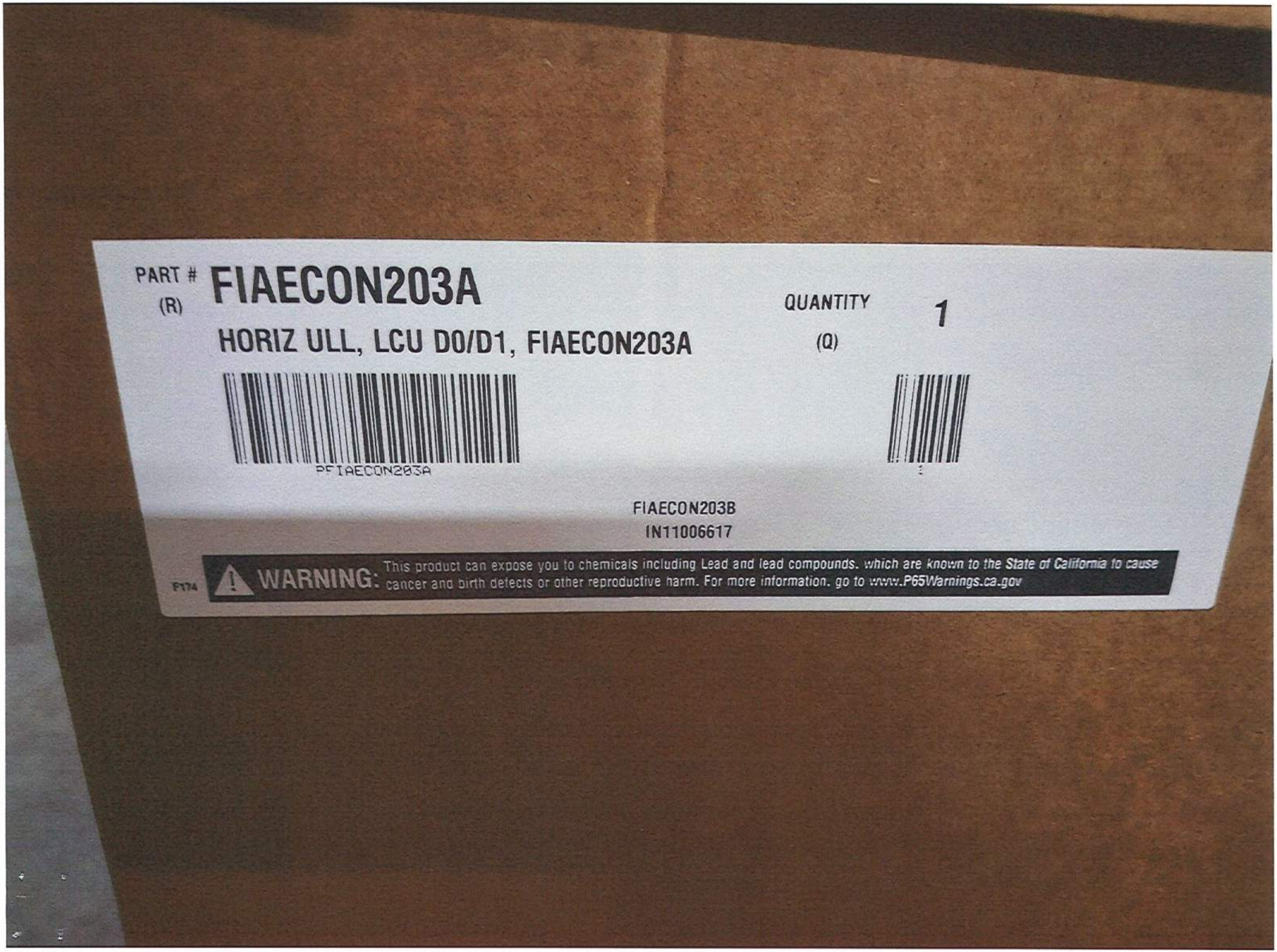
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WARNING:
This product can expose you to chemicals including Lead and lead compounds, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information, go to www.P65Warnings.ca.gov

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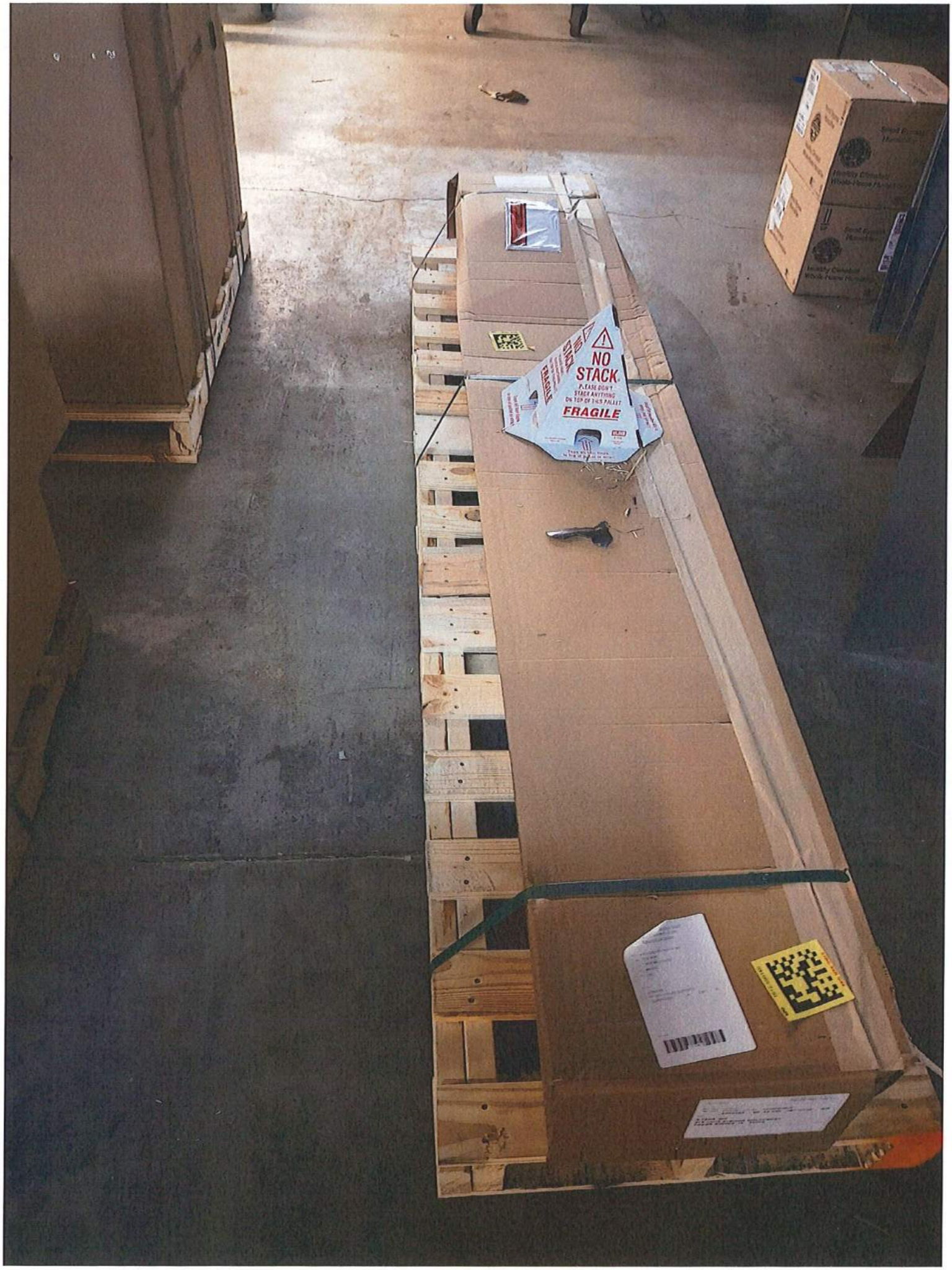
Tiffin Rec
Tiffin Rec
Tiffin Rec
ITEM: P9793E
DESCRIPTION: P9793E - EXT
TUBE, SJ 1.5X16
QTY: 25 PCS

Tiffin Rec
Tiffin Rec
Tiffin Rec
Tiffin Rec


NO STACK
DO NOT STACK ANYTHING ON TOP OF THIS PALLET.
FRAGILE
PHOTOS TAKEN
Duct Sox


PHOTOS TAKEN


NO
STACK
FRAGILE


RTU-4

Trane U.S. Inc.
2313 S 20th Street
La Crosse, WI 54601
United States

APPROVED
By Sheila at 10:34 am, Dec 29, 2025

Invoice

Invoice Number **990343124**

For questions please contact:

Tel: 888-832-5266
Email: Accountrep@trane.com

Remit Payment To

Trane U.S. Inc.
P. O. Box 98167
CHICAGO, IL 60693

Invoice Date	01/01/2026 ~~19-DEC-2025~~
Customer No.	125991
Reference No.	R533668
Internal Account	2844553
Payment Terms	.5%10 NET30
Payment Due Date	18-Jan-2026
Discount Date	29-Dec-2025

Customer Tax ID	

Bill To

ILTENS INC
919 14TH AVE SW
CEDAR RAPIDS, IA 52404
UNITED STATES

Inco Terms	
Supply Location	Des Moines TCS Ind SO, IA
Shipping Method	KIAT
Tracking No.	
Freight Terms	Prepay & Add
Bill of Lading	T002456433

Sold To
ILTENS INC_TCSEC2844553
ILTENS INC
919 14TH AVE SW
CEDAR RAPIDS, IA 52404
UNITED STATES

Ship To
ILTENS INC_TCSEC2844553
COONROD WRECKER & CRANE
C/O ILTEN'S / TIFFIN REC CENTE
CEDAR RAPIDS, IA 52405
UNITED STATES

https://www.tranetechnologies.com/customer
CERTifyTax - for submittal of tax exemption certificates.
iReceivables - access invoice copies, account balances & make payments.

1294581333

Tax/GST ID: 25-0900465 **PST/QST ID:**	**State Tax**: 0.00 0.0000% IA	**County Tax**: 0.00 0.0000% LINN	**City Tax**: 0.00 0.0000% CEDAR RAPIDS	**District Tax**: 0.00 0.0000%

Currency	Subtotal	Special Charges	Tax	Freight	Total
USD	127471.59	0.00	0.00	0.00	127471.59

Special Instructions	Tiffin Community Rec Center

Sales Order	Order Date	Ship Date	Purchase Order
R5E018		19-DEC-2025	62786

Line	Description.	Quantity	UOM	Unit Price	Extended Price
1	YSK300A3S0H**00C0A1A1A004000000000000000: 3 - 25 Ton PKGD Precedent Unitary Roofto Line Note: YSK300A3S0H1NAG Model Number: YSK300A3S0H**00C0A1A1A004000000000000000 Tag Number: RTU-1A,RTU-1B	2	EA		
2	TARIFF: Tariff surcharge Model Number: TARIFF	2	EA		
3	TARIFF: Tariff surcharge Model Number: TARIFF	1	EA		
4	USA/Other: Model Number: USA/Other	1	EA		
5	YHK180A3S0M**00C0A1A1A004000000000000000: 3 - 25 Ton PKGD Precedent Unitary Roofto Line Note: YHK180A3S0M1NAG Model Number: YHK180A3S0M**00C0A1A1A004000000000000000 Tag Number: RTU-3	1	EA		
6	YSK180A3S0M**00C0A1A1A004000000000000000: 3 - 25 Ton PKGD Precedent Unitary Roofto Line Note: YSK180A3S0M1NAG Model Number: YSK180A3S0M**00C0A1A1A004000000000000000 Tag Number: RTU-4	1	EA		
7	2705-8011-FT-00: 1st Yr Labor Whole Unit Model Number: 2705-8011-FT-00	2	EA		
8	2705-8011-F7-00: 1st Yr Labor Whole Unit Model Number: 2705-8011-F7-00	1	EA		
9	2705-8011-F7-00: 1st Yr Labor Whole Unit Model Number: 2705-8011-F7-00	1	EA		
10	USA/Other: Model Number: USA/Other	2	EA		
11	TARIFF: Tariff surcharge Model Number: TARIFF	1	EA		
12	USA/Other: Model Number: USA/Other	1	EA		

Tiffin Rec Center

Sales Tax Exempt

TRANE TECHNOLOGIES

Trane U.S. Inc.
2313 S 20th Street
La Crosse, WI 54601
United States

Invoice

Invoice Number	**990337362**

For questions please contact:

Tel: 888-832-5266
Email: Accountrep@trane.com

Remit Payment To

Trane U.S. Inc.
P. O. Box 98167
CHICAGO, IL 60693

Invoice Date	15-DEC-2025
Customer No.	125991
Reference No.	R533668
Internal Account	2844553
Payment Terms	.5%10 NET30
Payment Due Date	14-Jan-2026
Discount Date	25-Dec-2025

Bill To

ILTENS INC
919 14TH AVE SW
CEDAR RAPIDS, IA 52404
UNITED STATES

Customer Tax ID	

Inco Terms	
Supply Location	Des Moines TCS Ind SO, IA
Shipping Method	SAIA
Tracking No.	108366296204
Freight Terms	Prepay & Add
Bill of Lading	T002387452

Sold To
ILTENS INC_TCSEC2844553
ILTENS INC
919 14TH AVE SW
CEDAR RAPIDS, IA 52404
UNITED STATES

Ship To
,

https://www.tranetechnologies.com/customer
CERTifyTax - for submittal of tax exemption certificates.
iReceivables - access invoice copies, account balances & make payments.

1292845727

Tax/GST ID: 25-0900465 **PST/QST ID:**	**State Tax**: 0.00 0.0000% IA	**County Tax**: 0.00 0.0000%	**City Tax**: 0.00 0.0000% TIFFIN	**District Tax**: 0.00 0.0000%

Currency	Subtotal	Special Charges	Tax	Freight	Total
USD	7678.69	0.00	0.00	0.00	7678.69

Special Instructions	Tiffin Community Rec Center

Sales Order	Order Date	Ship Date	Purchase Order
R5E018		15-DEC-2025	62786

Line	Description.	Quantity	UOM	Unit Price	Extended Price
1	FIAECON203A: Low Leak Economizer, Dry Bulb, Horiz Model Number: FIAECON203A	2	EA		
2	FIAENTH002A: Comparative enthalpy kit Model Number: FIAENTH002A	1	EA		
3	FIAENTH002A: Comparative enthalpy kit Model Number: FIAENTH002A	1	EA		
4	FIAECON203A: Low Leak Economizer, Dry Bulb, Horiz Model Number: FIAECON203A	1	EA		

TRANE TECHNOLOGIES

Trane U.S. Inc.
2313 S 20th Street
La Crosse, WI 54601
United States

Invoice

Invoice Number	**990337361**

For questions please contact:

Tel: 888-832-5266
Email: Accountrep@trane.com

Remit Payment To

Trane U.S. Inc.
P. O. Box 98167
CHICAGO, IL 60693

Invoice Date	01/01/2026 ~~15-DEC-2025~~
Customer No.	125991
Reference No.	R533668
Internal Account	2844553
Payment Terms	.5%10 NET30
Payment Due Date	14-Jan-2026
Discount Date	25-Dec-2025

Customer Tax ID	

Bill To

ILTENS INC
919 14TH AVE SW
CEDAR RAPIDS, IA 52404
UNITED STATES

Inco Terms	
Supply Location	Des Moines TCS Ind SO, IA
Shipping Method	SAIA
Tracking No.	108506002803
Freight Terms	Prepay & Add
Bill of Lading	T002418201

Sold To
ILTENS INC_TCSEC2844553
ILTENS INC
919 14TH AVE SW
CEDAR RAPIDS, IA 52404
UNITED STATES

Ship To
ILTENS INC_TCSEC2844553
TIFFIN COMMUNITY REC CENTER
105 S PARK RD C/O ILTEN'S / TI
TIFFIN, IA 52340
UNITED STATES

https://www.tranetechnologies.com/customer
CERTifyTax - for submittal of tax exemption certificates.
iReceivables - access invoice copies, account balances & make payments.

1292845727

Tax/GST ID: 25-0900465 **PST/QST ID:**	**State Tax**: 0.00 0.0000% IA	**County Tax**: 0.00 0.0000%	**City Tax**: 0.00 0.0000% TIFFIN	**District Tax**: 0.00 0.0000%

Currency	Subtotal	Special Charges	Tax	Freight	Total
USD	2288.11	0.00	0.00	0.00	2288.11

Special Instructions	Tiffin Community Rec Center

Sales Order	Order Date	Ship Date	Purchase Order
R5E018		15-DEC-2025	62786

Line	Description.	Quantity	UOM	Unit Price	Extended Price
1	FIAECON203A: Low Leak Economizer, Dry Bulb, Horiz Model Number: FIAECON203A	1	EA		

Tiffin Rec Center

APPROVED
By Sheila at 9:05 am, Dec 19, 2025

Sales Tax Exempt

Trane U.S. Inc.
2313 S 20th Street
La Crosse, WI 54601
United States

APPROVED
By Sheila at 10:35 am, Dec 29, 2025

Invoice

Invoice Number	**990343527**

For questions please contact:

Tel: 888-832-5266
Email: Accountrep@trane.com

Remit Payment To

Trane U.S. Inc.
P. O. Box 98167
CHICAGO, IL 60693

Invoice Date	1/1/2026 ~~19-DEC-2025~~
Customer No.	125991
Reference No.	R533668
Internal Account	2844553
Payment Terms	.5%10 NET30
Payment Due Date	18-Jan-2026
Discount Date	29-Dec-2025

Bill To

ILTENS INC
919 14TH AVE SW
CEDAR RAPIDS, IA 52404
UNITED STATES

Customer Tax ID	

Inco Terms	
Supply Location	Des Moines TCS Ind SO, IA
Shipping Method	FXFE
Tracking No.	8275994683
Freight Terms	Prepay & Add
Bill of Lading	T002464899

Sold To
ILTENS INC_TCSEC2844553
ILTENS INC
919 14TH AVE SW
CEDAR RAPIDS, IA 52404
UNITED STATES

Ship To
ILTENS INC_TCSEC2844553
TIFFIN COMMUNITY REC CENTER
105 S PARK RD C/O ILTEN'S / TI
TIFFIN, IA 52340
UNITED STATES

https://www.tranetechnologies.com/customer
CERTifyTax - for submittal of tax exemption certificates.
iReceivables - access invoice copies, account balances & make payments.

1294581333

Tax/GST ID: 25-0900465 **PST/QST ID:**	**State Tax**: 0.00 0.0000% IA	**County Tax**: 0.00 0.0000%	**City Tax**: 0.00 0.0000% TIFFIN	**District Tax**: 0.00 0.0000%

Currency	Subtotal	Special Charges	Tax	Freight	Total
USD	1234.20	0.00	0.00	0.00	1234.20

Special Instructions	Tiffin Community Rec Center

Sales Order	Order Date	Ship Date	Purchase Order
R5E018		19-DEC-2025	62786

Line	Description.	Quantity	UOM	Unit Price	Extended Price
1	FIAECON201A: Low Leak Economizer, Dry Bulb, Horiz Model Number: FIAECON201A	1	EA		

Tiffin Rec Center

Sales tax exempt

Trane U.S. Inc.
2313 S 20th Street
La Crosse, WI 54601
United States

Invoice

Invoice Number	**990348571**

For questions please contact:

Tel: 888-832-5266
Email: Accountrep@trane.com

Remit Payment To

Trane U.S. Inc.
P. O. Box 98167
CHICAGO, IL 60693

Invoice Date	29-DEC-2025
Customer No.	01/01/2025 125991
Reference No.	R533668
Internal Account	2844553
Payment Terms	.5%10 NET30
Payment Due Date	28-Jan-2026
Discount Date	08-Jan-2026

Customer Tax ID	

Bill To

ILTENS INC
919 14TH AVE SW
CEDAR RAPIDS, IA 52404
UNITED STATES

APPROVED
By Sheila at 6:27 pm, Jan 05, 2026

Inco Terms	
Supply Location	Des Moines TCS Ind SO, IA
Shipping Method	SAIA
Tracking No.	109020229305
Freight Terms	Prepay & Add
Bill of Lading	T002463170

Sold To
ILTENS INC_TCSEC2844553
ILTENS INC
919 14TH AVE SW
CEDAR RAPIDS, IA 52404
UNITED STATES

Ship To
ILTENS INC_TCSEC2844553
COONROD WRECKER & CRANE
C/O ILTEN'S / TIFFIN REC CENTE
CEDAR RAPIDS, IA 52405
UNITED STATES

https://www.tranetechnologies.com/customer
CERTifyTax - for submittal of tax exemption certificates.
iReceivables - access invoice copies, account balances & make payments.

1297481119

Tax/GST ID: 25-0900465 **PST/QST ID:**	**State Tax**: 0.00 0.0000% IA	**County Tax**: 0.00 0.0000% LINN	**City Tax**: 0.00 0.0000% CEDAR RAPIDS	**District Tax**: 0.00 0.0000%

Currency	Subtotal	Special Charges	Tax	Freight	Total
USD	11401.92	0.00	0.00	0.00	11401.92

Special Instructions	Tiffin Community Rec Center

Sales Order	Order Date	Ship Date	Purchase Order
R5E018		29-DEC-2025	62786

Line	Description.	Quantity	UOM	Unit Price	Extended Price
1	YSK048A3S0L**01C0A1A1A004000000000000000: 3 - 25 Ton PKGD Precedent Unitary Roofto Line Note: YSK048A3S0L2ZBP Model Number: YSK048A3S0L**01C0A1A1A004000000000000000 Tag Number: RTU-5	1	EA		
2	2705-8011-01-00: 1st Yr Labor Whole Unit Model Number: 2705-8011-01-00	1	EA		
3	TARIFF: Tariff surcharge Model Number: TARIFF	1	EA		
4	USA/Other: Model Number: USA/Other	1	EA		

Tiffin Rec Center
Sales Tax Exempt

TRANE TECHNOLOGIES

Invoice

Rist & Associates, Inc.

PO Box 1807
Des Moines, IA 50305-1807
Ph (515) 243-8720 Fax (515) 243-8714

Date	Invoice #
1/13/2026	119215

Bill To
Iltens, Inc 919 14th Avenue SW Cedar Rapids, IA 52404

Ship To
Iltens, Inc 919 14th Avenue SW Cedar Rapids, IA 52404

P.O. Number	Terms	Rep	Ship	Via	F.O.B.
62605	Net 30	SR	1/12/2026	truck	factory

Quantity	Item Code	Description	Price Each	Amount
		Tiffin Rec Center		
	Loren Cook	(1) 150SQN17D VF SQND square, direct drive, inline fan EF-1	1,415.00	1,415.00T
	Zoo Fans	(4) H25-EC115.WC destratification fan (6) H50-EC115.WC destratification fan (10) HDW, INST installation pack (2) AVS-EC-AUTO controllers	8,955.00	8,955.00T
		Subtotal		10,370.00
		Linn County Sales Tax	7.00%	725.90
				2430-622.20 2437-103.70
		Rec Center		
		Sales Tax Exempt		

Thank you for your business.

Total $11,095.90

SWORN STATEMENT TO OWNER AND MIRON CONSTRUCTION CO., INC.

State of Iowa

County of Linn

John Ilten (Name) being first duly sworn, under oath says that he/she is President (Title) of **Iltens Inc** that has a PSA dated August 21, 2025, with Miron Construction Co., Inc. for HVAC (Work Type) on the **City of Tiffin Community Recreation Center** Project, and that:

For the purposes of this Payment Application, certain Subcontractor and/or Supply Agents have contracted with **Iltens Inc** to furnish labor and/or materials on the Project. That there is due and to become due **Iltens Inc** and them, respectively, the amounts set forth opposite the names on the Payment Application Form for labor and/or materials as listed. That this statement and the attached Payment Application Form are full, true and complete statements of all such Subcontractor and/or Supply Agents, the amounts paid and the amounts due or to become due to **Iltens Inc** and each Subcontractor and/or Supply Agent listed.

Signed: John Ilten

Subscribed and sworn to before me this 19 day of January, 2026.

Signed: Alison J Bell Notary Public

Alison Bell
(Print Name)

My Commission expires: _____

Notary Seal or Stamp:

ALISON J BELL
Notarial Seal - Iowa
Commission Number 847687
My Commission Expires Apr 26, 2026

THIS NOTARIZED FORM MUST BE ATTACHED TO EACH PAYMENT APPLICATION FORM AND RETURNED WITH ALL APPLICABLE SIGNED AND NOTARIZED LIEN WAIVERS.

FAILURE TO ABIDE BY THESE TERMS WILL RESULT IN DELAY OR REDUCTION IN REQUESTED PAYMENT.

Building Excellence

PAYMENT APPLICATION

DATE: 1/19/26

PROJECT NAME: City of Tiffin Community Recreation Center

ADDRESS: Tiffin, IA

CONTRACT FOR: FI-08.40/Aluminum Windows, Entrances, Glass/Glazing

MIRON PROJECT: 250120 CONTRACT #: 250120-000015 VENDOR#: 00003937

REQUEST NUMBER: 1 PERIOD FROM: 1/1/26 TO: 1/31/26

INVOICE NUMBER: 213860 INVOICE DATE: 1/20/26

ORIGINAL CONTRACT AMOUNT	$389,300.00
APPROVED CHANGE ORDERS AS OF	
ADJUSTED CONTRACT AMOUNT	
TOTAL COMPLETED TO DATE	$91,000.00
PREVIOUS REQUESTS FOR PAYMENT	-0-
TOTAL EARNED THIS REQUEST	$91,000.00
LESS 5% RETAINAGE	$ 4,550.00
CURRENT PAYMENT DUE	$86,450.00

VENDOR: Zephyr Aluminum Products

SIGNED:

TITLE: Vice President

*** **REQUESTS WILL NOT BE PROCESSED UNTIL THEY ARE SUBMITTED TO MIRON VIA E-MAIL IN A PDF FORMAT TO ACCOUNTSPAYABLE@MIRON-CONSTRUCTION.COM OR ORIGINALS ARE RECEIVED. FAX COPIES WILL NOT BE ACCEPTED.**

- EACH PAYMENT APPLICATION MUST INCLUDE AN UP TO DATE SCHEDULE OF VALUES, INCLUDING SUB TIER SUPPLIER/SUBCONTRACTOR BREAKDOWN AND CURRENT PAYMENT STATUS. CHANGE ORDERS ISSUED TO DATE MUST BE REFLECTED ON THE CURRENT SCHEDULE OF VALUES.

Zephyr Aluminum Products Inc.
555 Huff St.
Dubuque, IA 52003
Phone: (563) 588-2036

INVOICE

Invoice No.: **213860-000**
Date: **01/20/2026**
Page: **1** of **1**

Sold To:

MIRON CONSTRUCTION
P O BOX 509
NEENAH, WI 54957-0509

Ship To:

TIFFIN COMMUNITY CENTER
105 S PARK RD
TIFFIN, IA 52340

P.O. No.: **TIFFIN COMM.- APP 1**

Phone: **(920)969-7000**

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference
NET 30 DAYS	**227897-000**	**6352**	**SCOTT**	**INSTALLED**	**01/20/2026**	**25-508**

Product No.	Description	Ordered	Shipped	UOM	Unit Price	Unit Discount	Extension
MATERIAL/LABOR	PROGRESS BILLING- APP 1 23%	1	1	EACH	91000.00		91,000.00

Sub Total: **91,000.00**

Total: **$ 91,000.00**

*A FINANCE CHARGE OF 1.5% PER MONTH WILL BE APPLIED IF PAYMENT IS NOT RECEIVED IN 30 DAYS.

SWORN STATEMENT TO OWNER AND MIRON CONSTRUCTION CO., INC.

State of IA

County of Dubuque

Bruce Timmerman (Name) being first duly sworn, under oath says that he/she is Vice President (Title) of **Zephyr Aluminum Products** that has a PSA dated Jan 19, 2026 with Miron Construction Co., Inc. for Glazing (Work Type) on the **City of Tiffin Community Recreation Center** Project, and that:

For the purposes of this Payment Application, certain Subcontractor and/or Supply Agents have contracted with **Zephyr Aluminum Products** to furnish labor and/or materials on the Project. That there is due and to become due **Zephyr Aluminum Products** and them, respectively, the amounts set forth opposite the names on the Payment Application Form for labor and/or materials as listed. That this statement and the attached Payment Application Form are full, true and complete statements of all such Subcontractor and/or Supply Agents, the amounts paid and the amounts due or to become due to **Zephyr Aluminum Products** and each Subcontractor and/or Supply Agent listed.

Signed: _____

Subscribed and sworn to before me this 20 day of Jan, 2026

Signed: Theresa M May Notary Public

Theresa M May
(Print Name)

My Commission expires: 5-16-26

Notary Seal or Stamp:

THERESA M. MAY
Commission Number 804377
My Comm. Exp. 5-16-26

THIS NOTARIZED FORM MUST BE ATTACHED TO EACH PAYMENT APPLICATION FORM AND RETURNED WITH ALL APPLICABLE SIGNED AND NOTARIZED LIEN WAIVERS.

FAILURE TO ABIDE BY THESE TERMS WILL RESULT IN DELAY OR REDUCTION IN REQUESTED PAYMENT.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER:

PROJECT: 25-508
TIFFIN COMM. CENTER

APPLICATION NO: 1

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

MIRON

PERIOD TO: 1/31/2026

FROM CONTRACTOR:
ZEPHYR ALUMINUM PRODUCTS INC

VIA ARCHITECT:

PROJECT NOS:

SCOTT

CONTRACT FOR:

CONTRACT DATE: 7/1

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contr KIRKWOOD WASHING
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 389,300.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 389,300.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 91,000.00
5. RETAINAGE:		
a. 0.05 % of Completed Work (Column D + E on G703)	$ $4,550.00	
b. ____ % of Stored Material (Column F on G703)	$ Included in above	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 4,550.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 86,450.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 0.00
8. CURRENT PAYMENT DUE		$ 86,450.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 302,850.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: ZEPHYR ALUMUNIM PRODUCTS INC Date: 1/19/2026

State of: IOWA County of: DUBUQUE
Subscribed and sworn to before me this day of
Notary Public: Theresa M May
My Commission expires: 5/16/2026

THERESA M. MAY
Commission Number 804377
My Comm. Exp. 5-16-26

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side) PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attatched.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

TIFFIN COMM. REC CENTER
25-508
MIRON
SCOTT

APPLICATION NUMBER: 1
APPLICATION DATE: 1/19/2026
PERIOD TO: 1/31/2026
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
M NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
	84113 ALUMINUM STOREFRONT & 084413 C.WALL								
	MATERIAL	$123,920.00	$0.00	$0.00	$91,000.00	$91,000.00	73.4%	$32,920.00	$4,550.00
	LABOR	$59,535.00	$0.00	$0.00		$0.00	0.0%	$59,535.00	$0.00
	087100 DOOR HARDWARE								
	MATERIAL	$72,125.00	$0.00	$0.00		$0.00	0.0%	$72,125.00	$0.00
	LABOR	$14,075.00	$0.00	$0.00		$0.00	0.0%	$14,075.00	$0.00
	088000 GLAZING								
	MATERIAL	$64,555.00	$0.00	$0.00		$0.00	0.0%	$64,555.00	$0.00
	LABOR	$26,450.00	$0.00	$0.00		$0.00	0.0%	$26,450.00	$0.00
	107316 CANOPIES								
	MATERIAL	$19,690.00	$0.00	$0.00		$0.00	0.0%	$19,690.00	$0.00
	LABOR	$8,950.00	$0.00	$0.00		$0.00	0.0%	$8,950.00	$0.00
		$389,300.00	$0.00	$0.00	$91,000.00	$91,000.00	23.4%	$298,300.00	$4,550.00

Month of Pay Request: Jan 2026
App 1

Zephyr Aluminum Products Subcontractor/Supplier Contract List

Miron Project Name: City of Tiffin Community Recreation Center **Miron Project #:** 250120

Contract #: 250120-000015 **Contract Amount:** $ 389,300.00

	Sub-tier Name	PO#	Material Description	Address	Phone #	Original Sub-tier Contract / Estimate Amount	Previous Payments	Requested Payment for this month's billing	Balance Remaining	Lien Waiver Rec'd
1	Tubelite		Aluminum	Minneapolis, MN		123,920.00		91,000	32,920	
2	Mapes		Canopies	Lincoln, NE		19,690.00			19,690	
3	Oldcastle		Glass	Warrenton, MO		64,555.00			64,555	
4	Doors Inc		Hardware	Davenport, IA		72,125.00			72,125	
5										
6										
7										
8										
9										
10	Labor, Misc Material, etc.		Labor (ZAP)			109,010.00			109,010	
						TOTAL:	$ 0	$ 91,000	$ 298,300	$

Change Orders (at option of Miron's Project Manager)

1						
2						
3						
4						
		TOTAL:	$	$	$	$

Please email completed form to: elissa.watson@miron-construction.com

Please provide a detailed breakdown showing the amount to be paid to each sub-tier (subcontractor or supplier) on all pay requests. This information should also be identified on your Schedule of Values. In addition, we ask that you provide Lien Waivers from your sub-tiers. If for any reason lien waivers are not received and payment has not been met, Miron will hold future payments due to your company until it is confirmed that the previous pay requests have been paid out.

ZEPHALU-01 LWOOD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
TRICOR, LLC - Dubuque
600 Star Brewery Drive
Suite 110
Dubuque, IA 52001

CONTACT NAME: Lu Anne Wood
PHONE (A/C, No, Ext): (608) 405-1161 2202 FAX (A/C, No):
E-MAIL ADDRESS: lwood@tricorinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Acuity	14184
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Zephyr Aluminum Products
555 Huff
Dubuque, IA 52003

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	K60864	3/1/2025	3/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	K60864	3/1/2025	3/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			K60864	3/1/2025	3/1/2026	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A	X	K60864	3/1/2025	3/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project #250120 City of Tiffin Community Recreation Center-BP#2 including misc supply work
Coverage applies only to the extent provided by the policy and subject to all of the policy terms, conditions, exclusions, endorsements and all applicable laws.

Miron Construction Co., Inc., and Sunshine Leasing, LLP, City of Tiffin, Atura Architecture are included as Additional Insured in regard to General Liability on a
primary noncontributory basis including ongoing and completed operations all per written contract or agreement; as Additional Insured under the Auto Liability on a primary noncontributory basis per written contract or agreement; A Waiver of Subrogation applies on the General Liability and Work Comp per
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Miron Construction Co., Inc.
335 French Court
Cedar Rapids, IA 52404

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: ZEPHALU-01 LWOOD

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
TRICOR, LLC - Dubuque		Zephyr Aluminum Products 555 Huff Dubuque, IA 52003
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
written contract or agreement. Umbrella is follow form. A 30 day notice of cancel applies. Wavier of Governmental Immunities applies in favor of City of Tiffin.

Stored Materials at 555 Huff St., Dubuque, IA: $91,000


TUBELITE
684681
U4W

TUBELITE®
DEPENDABLE

684681

BOX# 8581720

ZEPHYR ALUMINUM PRODUCTS, INC /SH

Promise 1/9/2026 Pack 1/9/2026 16:11:48

555 HUFF STREET

DUBUQUE IA 52003

U 4

TIFFIN COMM REC CENTER

PO# 25-1266

LINE#	PC		BOX	COL	QTY U
1	E3284	200CW 4" OB	C1	2.0	E

Weight 80.3

Miron
Building Excellence

PAYMENT APPLICATION

DATE: 1-19-26

PROJECT NAME: City of Tiffin Community Recreation Center

ADDRESS: Tiffin, IA

CONTRACT FOR: FI-09.66_32.18/Resilient Athletic Flooring_Turf Surfacing

MIRON PROJECT: 250120 CONTRACT #: 250120-000026 VENDOR#: 00017926

REQUEST NUMBER: 1 PERIOD FROM: 1/1/26 TO: 1/30/26

INVOICE NUMBER: 1 INVOICE DATE: 1/19/26

ORIGINAL CONTRACT AMOUNT	$266,500.00
APPROVED CHANGE ORDERS AS OF August 21, 2025	$0.00
ADJUSTED CONTRACT AMOUNT	$266,500.00
TOTAL COMPLETED TO DATE	$818.00
PREVIOUS REQUESTS FOR PAYMENT	$0.00
TOTAL EARNED THIS REQUEST	$818.00
LESS 5% RETAINAGE	$40.90
CURRENT PAYMENT DUE	$777.10

VENDOR: Phillips Floors Inc

SIGNED: Mark A. Bjork

TITLE: Vice President

*** **REQUESTS WILL NOT BE PROCESSED UNTIL THEY ARE SUBMITTED TO MIRON VIA E-MAIL IN A PDF FORMAT TO ACCOUNTSPAYABLE@MIRON-CONSTRUCTION.COM OR ORIGINALS ARE RECEIVED. FAX COPIES WILL NOT BE ACCEPTED.**

- EACH PAYMENT APPLICATION MUST INCLUDE AN UP TO DATE SCHEDULE OF VALUES, INCLUDING SUB TIER SUPPLIER/SUBCONTRACTOR BREAKDOWN AND CURRENT PAYMENT STATUS. CHANGE ORDERS ISSUED TO DATE MUST BE REFLECTED ON THE CURRENT SCHEDULE OF VALUES.

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: Miron Construction 1471 McMahon Drive Neenah, WI 54956	**PROJECT:** City Of Tiffin Comm Rec Cntr 105 S. Park Road Tiffin, IA 52340	**APPLICATION NO:** #1 **PERIOD TO:** 1/30/26 **CONTRACT FOR:**	**Distribution to:** OWNER ☐ ARCHITECT ☐
FROM CONTRACTOR: Phillips' floors Inc. 1605 N 9th Street Indianola, IA 50125	**VIA ARCHITECT:** Autura	**CONTRACT DATE:** 11/19/24 **PROJECT NOS:** 250120 000026 /	CONTRACTOR ☐ FIELD ☐ OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$ 266,500.00
2. Net change by Change Orders	$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$ 266,500.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$ 818.00
5. RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	$ 0.00
b. 5 % of Stored Material (Column F on G703)	$ 40.90
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$ 40.90
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$ 777.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$ 0.00
8. CURRENT PAYMENT DUE	$ 777.10
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 265,722.90

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$	$ 0.00
Total approved this Month	$ 0.00	$
TOTALS	$	$
NET CHANGES by Change Order	$ 0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Matt Phillips Date: 1-19-26

State of: Iowa

County of: Warren

Subscribed and sworn to before me this 19th day of January

Notary Public: Mark A. Bjork

My Commission expires: 3/11/28

MARK A BJORK COMMISSION NO. 815725 Iowa MY COMM. EXPIRES 3/11/2028 NOTARIAL SEAL

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Phillips' Floors Incorporated
1605 N. 9th Street,
Indianola, Iowa 50125

1/16/26

SCHEDULE OF VALUES and Custom AIA G703

Project:	City of Tiffin Community recreation Center	**Application #**	#1
Project Address:	105 s. Park Road, Tiffin, IA 52340	**App Date:**	1/19/26
General Contractor/Construction Mgr:	Miron Construction	**Period to:**	1/30/26
Via Architect:	Autura	**Project #:**	250120-000026
		Retainage	0.05

B	C	Work Completed D	Work Completed E	F	G		H	I
Description	**Scheduled Value**	**From Previous Application (D+E)**	**This Period**	**Presently Stored Material(not in DorE)**	**Total Completed Stored to date(D+E+F)**	**% Complete**	**Balance to Finish**	**Retainage Balance**
096566 RAF AF-1 & AF-2								
Material	$ 78,635.00	$ -	$ -	$ 743.00	$ 743.00	1%	$ 77,892.00	$ 37.15
Material Handling and Storage	$ 7,777.00	$ -	$ 75.00	$ -	$ 75.00	1%	$ 7,702.00	$ 3.75
Labor	$ 49,968.00	$ -	$ -	$ -	$ -	0%	$ 49,968.00	$ -
096566 AF-3								
Material	$ 40,167.00	$ -	$ -	$ -	$ -	0%	$ 40,167.00	$ -
Material Handling and Storage	$ 3,973.00	$ -	$ -	$ -	$ -	0%	$ 3,973.00	$ -
Labor	$ 46,480.00	$ -	$ -	$ -	$ -	0%	$ 46,480.00	$ -
096266 Turf								
Material	$ 25,788.00	$ -	$ -	$ -	$ -	0%	$ 25,788.00	$ -
Material Handling and Storage	$ 5,282.00	$ -	$ -	$ -	$ -	0%	$ 5,282.00	$ -
Labor	$ 8,430.00	$ -	$ -	$ -	$ -	0%	$ 8,430.00	$ -
3-Contract Total	$ 266,500.00	$ -	$ 75.00	$ 743.00	$ 818.00	0%	$ 265,682.00	$ 40.90

Material and Storage and Handling	$161,622	Stored	$	37.15
Labor	$104,878	Completed	$	3.75

1-Original Contract Amount	$266,500.00
2-Change Orders	$0.00
4-Line G Total	$818.00
5a&5b-Retainage	$40.90
6-Complete total minus retainage	$777.10
7-Previously Invoiced	$0.00
8-Total due this period	$777.10
9-Balance remaining with retainage	$265,722.90

SWORN STATEMENT TO OWNER AND MIRON CONSTRUCTION CO., INC.

State of Iowa

County of Warren

Matt Phillips (Name) being first duly sworn, under oath says that he/she is President (Title) of **Phillips Floors Inc** that has a PSA dated August 21, 2025, with Miron Construction Co., Inc. for Athletic Flooring and Turf (Work Type) on the **City of Tiffin Community Recreation Center** Project, and that:

For the purposes of this Payment Application, certain Subcontractor and/or Supply Agents have contracted with **Phillips Floors Inc** to furnish labor and/or materials on the Project. That there is due and to become due **Phillips Floors Inc** and them, respectively, the amounts set forth opposite the names on the Payment Application Form for labor and/or materials as listed. That this statement and the attached Payment Application Form are full, true and complete statements of all such Subcontractor and/or Supply Agents, the amounts paid and the amounts due or to become due to **Phillips Floors Inc** and each Subcontractor and/or Supply Agent listed.

Signed: Matt Phillips

Subscribed and sworn to before me this 19th day of January, 2026.

Signed: Mark A. Bjork Notary Public

Mark A. Bjork
(Print Name)

My Commission expires: 3/11/2028

Notary Seal or Stamp:

MARK A BJORK
COMMISSION NO. 815725
Iowa
MY COMM. EXPIRES 3/11/2028
NOTARIAL SEAL

THIS NOTARIZED FORM MUST BE ATTACHED TO EACH PAYMENT APPLICATION FORM AND RETURNED WITH ALL APPLICABLE SIGNED AND NOTARIZED LIEN WAIVERS.

FAILURE TO ABIDE BY THESE TERMS WILL RESULT IN DELAY OR REDUCTION IN REQUESTED PAYMENT.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Josh Stafford
Phillips Stafford Insurance Group 809 8th St SW Suite D Altoona IA 50009	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jstafford@phillipsstafford.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Columbia National Insurance	19640
INSURER B : Columbia Insurance Company	40371
INSURER C : Philadelphia Contributorship	17914
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Phillips' Floors, Inc
1605 N 9TH ST
Indianola IA 50125

COVERAGES **CERTIFICATE NUMBER:** CL2582510018 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CMPIA2000025839	07/01/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	CAPIA2000025839	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	CUPIA2000025839	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE 	$ 8,000,000 $ 8,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WCPIA2000025839	07/01/2025	07/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Employment Practices Liability			PHSD1873493-001	07/01/2025	07/01/2026	Employment Practices	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: 250120; City of Tiffin Community Recreation Center; 105 S Park Road, Tiffin, IA 52340

Miron Construction Co., Inc., and Sunshine Leasing, LLP, City of Tiffin, Atura Architecture, including their officers, directors, and employees, and all other parties required by the Prime Contract are named as additional insured on the general liability for ongoing and completed operations, auto and umbrella policies on a primary and non-contributory basis.

Waiver of subrogation applies to same parties on the general liability, auto, workers compensation and umbrella policies.

CERTIFICATE HOLDER

City of Tiffin & Miron Construction Co., Inc.
335 French CT.
Cedar Rapids IA 52404

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: 00005714

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Phillips Stafford Insurance Group	Phillips Floors Inc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

30 day notice of cancellation applies in favor of certificate holder.

ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist combined single limit	UMCSL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Products/Completed Ops Aggregate	PRDCO		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
8,000,000	8,000,000				

Ref #	Description	Coverage Code	Form No.	Edition Date
	Adjst. to reconcile-exp mod. premium	AREM		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$7,866.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Increased employer's liability	INEL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$445.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Blkt Wvr XFR RR Oth to Us	BLKWV		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$500.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Expense constant	EXCNT		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$160.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Catastrophe	CATAS		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$206.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Premium discount	PDIS		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$2,146.00

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

HANK'S SPECIALTIES

Main Office and Warehouse
P.O. Box 120150
2050 Old Hwy. 8 NW
New Brighton, MN 55112
(651) 633-5020 Fax (651) 633-8723

Eagan, MN
Plymouth, MN
St. Cloud, MN
Duluth, MN
Rochester, MN
Eau Claire, WI
Green Bay, WI
La Crosse, WI
Madison, WI

Bismarck, ND
Fargo, ND
Rapid City, SD
Sioux Falls, SD
Lincoln, NE
Omaha, NE
Cedar Falls, IA
Cedar Rapids, IA
Urbandale, IA

RECEIVED DEC 2 6 2025

<< INVOICE >>

INVOICE # :354123
INV DATE :12/24/2025
ORDER # :07-689659-00
CUSTOMER #:638294
PAGE # : 1

ORDERED BY	CUST P.O. #	SHIP VIA	STANDARD TERMS
Beth	202051-3	W/C URBANDALE	2/10, N30

SOLD TO: 638294
PHILLIPS FLOORS INC
1605 N 9TH ST

INDIANOLA IA
50125-9448

SHIP TO: PHILLIPS FLOORS INC
1605 N 9TH ST

INDIANOLA IA
50125-0000

ITEM DESCRIPTION	ORD/SHP	QUANTITY	UNIT PRC	TOTAL AMT
53 SD F ARDEX FEATHER FINISH 10LB BAG GRAY BIN: 107A 09222025	Ord Shp	12.00 EA 12.00 EA	17.4300	209.16
20 28540620 LS-40 1/4" LEVELER STRIP 12"X4 BLACK BIN: 55B 11032025	Ord Shp	96.00 FT 96.00 FT	3.3700	323.52
20 27520641 EG-20-W 3/8" EDGE GUARD CHARCOAL BIN: 02B2 08112025	Ord Shp	12.00 FT 12.00 FT	2.3000	27.60
59 DST15 1.5"X164' PH DOUBLE STICK TAPE TAPE BIN: 17B 10132025	Ord Shp	1.00 PC 1.00 PC	14.7500	14.75
59 DST95 9.5"X164' PH DOUBLE STICK TAPE TAPE BIN: 17C 10132025	Ord Shp	1.00 PC 1.00 PC	85.1500	85.15
20 931 13.5	Ord	1.00 EA	37.8000	37.80

* CONTINUED NEXT PAGE *

SUBTOTAL	DISC/DEPOSIT	TAX	FREIGHT	MISC	NEW DEPOSIT	TOTAL

HANK'S IS ON THE WEB: www.hanksspec.com * RETURNS ARE SUBJECT TO A RESTOCKING CHARGE**

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

INVOICE # :
INV DATE :
ORDER # :

PLEASE REMIT TO:
HANK'S SPECIALTIES INC
P.O. BOX 120150
NEW BRIGHTON, MN 55112-0013

HANK'S SPECIALTIES

Main Office and Warehouse
P.O. Box 120150
2050 Old Hwy. 8 NW
New Brighton, MN 55112
(651) 633-5020 Fax (651) 633-8723

Eagan, MN
Plymouth, MN
St. Cloud, MN
Duluth, MN
Rochester, MN
Eau Claire, WI
Green Bay, WI
La Crosse, WI
Madison, WI
Bismarck, ND
Fargo, ND
Rapid City, SD
Sioux Falls, SD
Lincoln, NE
Omaha, NE
Cedar Falls, IA
Cedar Rapids, IA
Urbandale, IA

<< INVOICE >>

INVOICE # :354123
INV DATE :12/24/2025
ORDER # :07-689659-00
CUSTOMER #:638294
PAGE # : 2

ORDERED BY	CUST P.O. #	SHIP VIA	STANDARD TERMS
Beth	202051-3	W/C URBANDALE	2/10, N30

SOLD TO: 638294
PHILLIPS FLOORS INC
1605 N 9TH ST

INDIANOLA IA
50125-9448

SHIP TO: PHILLIPS FLOORS INC
1605 N 9TH ST

INDIANOLA IA
50125-0000

ITEM DESCRIPTION	ORD/SHP	QUANTITY	UNIT PRC	TOTAL AMT
931 DUAL-CARTRIDGE EPOXY CAULK DUAL CARTRIDGE BIN: 24B 10202025	Shp	1.00 EA		
20 26520L12 SLT-20-L 1/4" TRANSIT CHARCOAL BIN: 02B3 12152025	Ord Shp	72.00 FT 72.00 FT	.6300	45.36
TIFFIN COMMUNITY REC CHECK OUT OUR NEW FACEBOOK PAGE @ HANKS SPECIALTIES, INC. SIGN UP ON OUR ONLINE PORTAL WWW.HANKSSPEC.COM-ORDER ONLINE CHECK OUR OUR NEW WEBPAGE & UPDATE YOUR EMAIL CONTACT INFO EMAIL YOUR RESIDENTIAL ORDERS - FLOORINGORDERS@HANKSSPEC.COM				

SUBTOTAL	DISC/DEPOSIT	TAX	FREIGHT	MISC	NEW DEPOSIT	TOTAL
743.34						743.34

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PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

638294
PHILLIPS FLOORS INC

INVOICE # :354123
INV DATE :12/24/2025
ORDER # :07-689659-00

X _____

PLEASE REMIT TO:
HANK'S SPECIALTIES INC
P.O. BOX 120150
NEW BRIGHTON, MN 55112-0013

Tax Exempt #1-91-008057
Deduct $14.87 if payment
is made by 01/03/2026
07441

Net Due: 743.34


Johnsonite
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Johnsonite
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Tiffin Community Recreation Center 202051-3