

**Agile Mind, Inc.**

1705 W. Northwest Hwy. Suite 160  
Grapevine, TX 75231  
Phone: 866-284-4655  
www.agilemind.com



# SCOPE OF WORK

**Prepared for:**

Sheila Etherington  
Charles City Community  
Schools  
500 North Grand Ave  
Charles City, IA 50616

**Proposal Issued:**

05/17/2021

**Proposal Expires:**

05/31/2021



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# Proposal Summary

Agile Mind is pleased to offer this proposal in support of your effort to increase student achievement and teacher effectiveness in Algebra, Geometry, and Algebra II. We believe that together we can make a significant impact in these areas. This proposal describes the components and services we recommend, provides pricing information, and suggests steps to get started on enacting these impactful solutions.

## Course Programs and Services

### **CCSS Middle School 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>**

Blended teaching and learning system available to all leaders, teachers and students, encompassing curriculum, automatically graded and other assessments, and real-time progress reports.

Online, job-embedded professional development, including complete, embedded, day to day guides to teaching every course topic.

2 to 2.5 days of face-to-face professional development for all participating teachers and students.

### **Agile Assessment**

The district leaders have said your district would benefit from flexible, next-generation assessments to identify students' strengths and areas of need in critical standards for additional instructional feedback, guidance, and management. Agile Assessment adds to the thousands of assessments embedded in each grade level program and equips teachers and leaders with targeted information and feedback on standards, level of difficulty, and reading level.

### **Professional development institute for teachers and leaders**

Powerful regional institutes with the Agile Mind community of users, encompassing 2 to 2.5 days of professional development led by highly experienced educators.

This is typically conducted as a regional summer institute.

### **Advisor Services**

On-site and in-class coaching and participation support to help educators successfully enact and benefit from full value of the programs.

Advisor Services, scheduled throughout the academic year and customized to meet your needs.

### Technical and engineering support

Responsive Support Technicians to ensure that the technical and logistical needs of your teachers, students, and other users are met in a timely way.

## Cost Summary

Course Programs	5 Year Cost
includes \$7,800 discount	<b>\$46,200</b>
CCSS 6 <sup>th</sup> , 7 <sup>th</sup> , 8 <sup>th</sup> - Course programs for 400 students	\$31,200
Course programs and services for 5 teachers	(\$7,800 per year for 5 years)

### Included Professional Development Services

- 2 to 2.5-day face-to-face Professional Seminar each year for all teachers and leaders
- Implementation Planning Meeting
- Access to How-to videos
- System access set-up and rostering
- Online, embedded teacher support for instructional planning and delivery
- Full access to Online Help system
- Access to telephone help system during key hours

### Recommended Professional Development Services

Full-day, onsite advisor services can be purchased at a cost of \$3,000 each  
Recommended services scheduled to ensure each teacher can conveniently be supported with one to two days of customized support without losing valuable class time:

5 Full-day Onsite Services – **\$15,000** (included in total cost above)

# Timeline

Agile Mind will work to prepare for and launch a successful implementation. We know from our experience with similar districts that early collaboration and planning are key to maximizing the impact on teacher effectiveness and student achievement. We, therefore, recommend this representative timeline for beginning our work together.

Activities	March-April	May-June	July	August	School Year 2021-2022
Project Definition		*			
Board Approval (if required)		*			
District signs Agreement or issues Purchase Order		*			
District schedules an Implementation Planning Call		*			
Leadership, coach, faculty chair training		•			
Integrate with district curriculum, benchmarks		•			
Teachers and leaders attend summer institute		•	•	•	
PD for new hire staff – teachers, administrators				•	
All Faculty Rostered & Online				•	
School Starts				•	
Students Rostered & Online				•	
Advisor sessions, webinars, face-to-face, customized support, including development of any necessary benchmarks					•
Mid-Year Review					•
Spring planning for following year					•

There are a few practices that we have learned set the stage for a successful experience for your teachers, students, and other stakeholders. As partners with through the implementation process, we will provide comprehensive guidance and support through every phase. Please note the following important steps for your consideration and our mutual commitment to the success of this implementation process:

- In order to secure the professional development dates that will best meet your needs, we ask that you submit your purchasing paperwork and signed agreement, as described below, well in advance of your desired implementation dates. (Ensuring that all paperwork is



complete will allow our teams to move quickly to meet your implementation and training goals).

- As part of the implementation plan, our team at Agile Mind will conduct the following key steps:
  1. Conduct an Implementation Planning meeting with your designated project leader(s).
  2. Schedule and deliver a Professional Development Institute.
  3. Roster all students and teachers into the Agile Mind system and set up online access, based on the course roster files the district submits to us in advance of the program start date.
- We ask for your support and commitment to completing the following steps:
  1. Deliver the course roster file (of students and teachers) prior to the program start date.
  2. Ensure that faculty attend and participate in the Professional Development Institute.
  3. Request that Site Administrators ensure that participating teachers are available for Advisor support during the school year.
  4. Keep us informed of any last-minute turnover so that we can support new faculty as needed early in the school year.
  5. Ensure that principals and other school leaders are available for occasional briefings and data reviews to support successful implementation, program usage and teacher effectiveness.
  6. We ask you to ensure principals can be available for occasional briefings and data reviews to help us assure successful implementation, usage, and teacher effectiveness.

Signed Agreements or Purchase Orders can be sent to Agile Mind via:

Email: Laurie Mayhan - lmayhan@agilemind.com  
Fax: 817.442.8351  
Mail: Agile Mind, Inc.  
1705 W. Northwest Hwy Suite 160  
Grapevine, TX 76051

We look forward to working with you to help you, your educators, and your students achieve your goals. If you have any questions or need assistance, please call me at 972-658-8208.

Sincerely,  
Kristin Armistead  
Regional VP  
karmistead@agilemind.com

# Appendices of Product and Service Information

## Agile Mind Course Programs

All Agile Mind programs include a complete set of tools to help teachers work most effectively and to enable students to take responsibility for their learning:

- Job-embedded professional development with just-in-time support, lesson plans, and high-yield strategies built with the support of teachers
- Rigorous, coherent course curricula built for our next-generation standards, enriched by animations, multiple representations, and simulations of central concepts
- Comprehensive practice, homework, and test preparation resources
- Rich, next-generation formative assessments, many automatically graded
- Real-time data and reports on the progress of effort and learning

More than a decade of research shows that a comprehensive alignment of instructional resources correlates positively and powerfully to student achievement and teacher satisfaction.

## Middle School Mathematics (6, 7, 8)

Agile Mind's middle school mathematics programs, for grades 6, 7, and 8, transition students from elementary mathematics to increasingly abstract mathematics that builds higher-order thinking and problem solving capabilities. These programs provide powerful foundations in ratios, proportionality, and algebraic and geometric thinking. Students use graphing technology, manipulatives, and other mathematical tools to develop conceptual understanding as they tackle and solve interesting problems. Throughout these courses, students will:

- Strengthen their understanding of key mathematical operations and use equivalent fractions as a basis for understanding ratios and proportional reasoning
- Begin formal work with expressions and equations as they use variables to represent relationships and solve problems
- Develop their understanding of variables from two perspectives—as placeholders for specific values and as sets of values represented in algebraic relationships
- Gain fluency with geometric concepts, such as area, surface area, and volume

## Algebra I

This crucial gateway course puts authoritative resources at teachers' fingertips and provides a rigorous yet scaffolded curriculum that engages and motivates students and lays the foundation for higher mathematics. Algebra I offers a powerful method for describing interdependence and change—two ideas that are essential to understanding mathematics. Throughout the course, students will:

- Learn to use basic algebraic tools to represent problem situations
- Gain a sound understanding of functions and their multiple representations
- Develop a solid understanding of rate of change
- Model and solve important problems with linear, exponential, and quadratic functions and related equations

## Geometry

Geometry introduces the tools central to the study of space and spatial relationships. Throughout the course, students will:

- Understand and apply the structure of—and relationships within—an axiomatic system
- Become adept with the tools central to the study of space and spatial relationships

- Use the classical methods of finding the area of two-dimensional shapes, including quadrilaterals and circles
- Learn basic geometry of three-dimensional shapes, including methods of finding simple volumes and surface areas
- Develop spatial reasoning ability, including the capacity to represent shapes and figures concretely, pictorially, algebraically, and through the use of coordinate systems
- Use geometric representations and symbols to solve problems and prove theorems
- Strengthen their knowledge of the connections between algebra and geometry
- Solve real-world problems using a variety of tools

## **Algebra II**

Algebra II further develops important mathematical ideas introduced in Algebra I by extending techniques to solve equations and students' knowledge of functions. Concepts covered include:

- Linear functions and inverse relations
- Exponential and logarithmic functions and equations
- Quadratic and square root functions and equations
- Rational functions and equations
- Using matrices to solve systems of equations
- Conic representations
- Probability
- Arithmetic and geometric sequences and series

## **Agile Assessment**

Agile Assessment provides educators with flexible tools for creating high-quality formative assessments to capture real-time data that can be used to affect student learning every day. Research-based items are aligned to the Common Core State Standards, the Texas Essential Knowledge and Skills (TEKS), and other rigorous state standards, containing the kinds of tasks required for success on high-stakes next generation assessments. Current and new partners will value:

- Building custom, high-quality assessments with next-generation item types designed for interaction, engagement, and appropriate challenge.
- Over 5,000 technology enhanced math assessment items for Grade 6 – Algebra II, including thousands of next-generation items: drag and drop, fill in the blank, graph creators, hot-spot capabilities, and other novel designs that foster assessment for learning.
- Research-based items tested for validity, with detailed alignments to relevant standards, and information on depth of knowledge and reading level.
- Real-time reports that help educators assess student progress and make informed instructional decisions in a convenient and timely manner.
- Alignment of each assessment item to Agile Mind program resources that offer educators comprehensive integrated curriculum and instructional support.
- Accessibility on many platforms, including iPad and Chromebook.

## **Professional Development Services**

Our model of professional development introduces and sustains high-yield strategies in the use of our programs and tools to increase student engagement and achievement in mathematics. Through this model, our partner schools report significant gains in the number and diversity of students leaving high school ready for college and for the contemporary workplace.

To achieve those objectives with partner schools and districts while accommodating the challenges they face – such as the costs for proven resources, preparation time for teachers, and out-of-class time for professional development – we design and deliver a mix of services that leverage next-generation technology and in-person support in all of our professional development and support offerings.

## **Agile Mind Institutes**

Each year, in the spring and early summer, teachers, coaches and instructional leaders—from those who are just getting started with Agile Mind to our most experienced users—participate in face-to-face



professional development institutes. Teachers learn to use and integrate Agile Mind planning and instructional tools and assessment materials into their practices, gain experience in collaborating and using common lessons and assessments, and learn ways to enhance their strategies for ensuring a successful, rigorous learning experience for all students while not sacrificing coverage of the syllabus. Experienced Agile Mind teachers also benefit from Institute attendance and learn to take their practice to increasing levels of expertise and effectiveness.

These 2-3 day regional conferences support the needs and interests of a diverse audience of educators. To support the implementation of these programs, the institutes provide:

- Comprehensive walkthroughs of each of the instructional programs to develop participants' understanding of the instructional tools, assessment tools, and professional development resources for integration into their existing curriculum
- Specific instruction on how to use the online tools and engagement strategies to ensure that participating teachers have the confidence and understanding to build strong implementations
- Research on outcomes of effective practices and on setting reasonable expectations for success
- Half-day leadership sessions to equip district and campus leaders with knowledge of high-yield practices for implementation of the program and integration of Agile Mind course programs into their curriculum

Attendance at the Agile Mind Institutes is a major part of the professional support for the program, and the key training opportunity for all teachers using the program. Successful districts ensure all teachers attend the entire Institute.

### **Agile Mind Advisory Services**

In addition to institute attendance, teachers participate in customized Advisor sessions during the academic year. An Agile Mind Advisor session supports teachers in successful enactment of their program and is designed to meet their immediate needs.

- Advisors conduct pre-session analyses of school data and collaborate with district or school staff to customize advisor sessions to meet participant needs
- Either by telephone, webinar, or on site (in districts having sufficient teacher participants), Advisors share the experiences of educators in other settings and work with teachers to develop their confidence and their success using Agile Mind course programs
- After each session, Advisors provide to identified district or school leaders a written summary of session activities and outcomes, and recommended next steps to strengthen the implementation
- Advisors also make themselves available by phone and email for ongoing just-in-time support
- Districts seeking additional support can do so by purchasing additional professional services



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**PROCEEDINGS FOR MAKING AWARD  
OF CONTRACT**

Charles City, Iowa

May 24, 2021

The Board of Education of the Charles City Community School District, Charles City, Iowa, met at Charles City High School Commons, Charles City, Iowa, on May 24, at a meeting starting at 7:00 p.m. The Board President presided and the roll being called, the following named Board Members were present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_

Whereupon, there was received and filed with the Director of Finance a Consulting Engineer's report of the bids received on May 19, 2021, at Charles City District Offices and notice was duly published for construction of certain public improvements described in general as "**High School Track Improvement Project**", in accordance with the plans and specifications now adopted, as attached following:

(attach copy of report of bids received)

The Board took up and considered the proposed **High School Track Improvement Project**. Board Member \_\_\_\_\_ introduced the resolution next hereinafter set out and moved its adoption, seconded by Board Member \_\_\_\_\_. After due consideration thereof by the Board, the Board President put the question on the motion and the roll being called, the following named Board Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Whereupon, the Board President declared the said motion duly carried and the said resolution adapted, as follows:

\_\_\_\_\_ introduced the following Resolution entitled  
"RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT" and moved its adoption.  
\_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was,

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION NO. \_\_\_\_\_  
RESOLUTION MAKING AWARD  
OF CONSTRUCTION CONTRACT

BE IT RESOLVED BY THE SCHOOL BOARD OF THE CHARLES CITY COMMUNITY SCHOOL DISTRICT, CHARLES CITY, IOWA:

Section 1. That the following bid for the construction of certain public improvements described in general as "**High School Track Improvement Project.**", described in the plans and specifications heretofore adopted by this Board on May 24<sup>th</sup>, 2021, be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: Woodruff Construction, Inc. of Waterloo, Iowa

Amount of Bid: \$269,859.00

Section 2. That the Board President and Board Secretary are hereby directed to execute contract with the contractor for the construction of said public improvements, said contract not to be binding on the Charles City Community School District until approved by this Board.

PASSED AND APPROVED, this 24th day of May 2021.

\_\_\_\_\_  
Josh Mack, President

ATTEST:

\_\_\_\_\_  
Evan Marten

**PROCEEDINGS FOR PUBLIC HEARING  
AND ADOPTION OF PLANS,  
SPECIFICATIONS, FORM OF CONTRACT  
AND ESTIMATE OF COST**

Charles City, Iowa  
May 24

The Board of Education of the Charles City Community School District met at Charles City High School Commons, Charles City, Iowa on May 24, 2021, at a meeting starting at 7:00 p.m. The Board President presided and the roll being called, the following named Board Members were present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_

This being the time and place fixed for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for the construction of certain public improvements described in general as "**High School Track Improvement Project**", the Board President called for any oral objections to the adoption of the plans, specifications, form of contract and estimate of cost. No oral objections were offered, and the Auditor reported that no written objections thereto had been filed.

The Board of Education took up and considered the proposed **High School Track Improvement Project**. Board Member \_\_\_\_\_ introduced the resolution next hereinafter set out and moved its adoption, seconded by Board Member \_\_\_\_\_. After due consideration thereof by the Board, the President put the question on the motion and the roll being called, the following named Board Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Whereupon, the Mayor declared the said motion duly carried and the said resolution adopted, as follows:

RESOLUTION NO. \_\_\_\_\_  
RESOLUTION ADOPTING PLANS,  
SPECIFICATIONS, FORM OF CONTRACT,  
AND ESTIMATE OF COST

WHEREAS, on the 28th day of April 2021, plans, specifications, form of contract, and estimate of cost were filed with the office of the Superintendent for the construction of certain public improvements described in general as **"High School Track Improvement Project"**; and

WHEREAS, notice of hearing on plans, specifications, form of contract, and estimate of cost for said public improvements was published as required by law:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE CHARLES CITY COMMUNITY SCHOOL DISTRICT, CHARLES CITY, IOWA.

Section 1. That the plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for said public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED, this 24<sup>th</sup> day of May 2021.

\_\_\_\_\_  
Josh Mack, President

ATTEST:

\_\_\_\_\_  
Evan Marten,



# VEENSTRA & KIMM, INC.

2800 Fourth Street SW, Suite 9 • Mason City, Iowa 50401-1596

641-421-8008 • 641-380-0313 (FAX) • 877-241-8008 (WATS)

## HIGH SCHOOL TRACK IMPROVEMENT PROJECT

CHARLES CITY COMMUNITY SCHOOL DISTRICT

CHARLES CITY, IOWA

PROJECT NO. 5884

DATE OF LETTING: May 19, 2021

TIME OF LETTING: 11:00 AM

TABULATED: BD

DATE: 5/19/2021

CHECKED: DRS

DATE: 5/19/2021

### SUMMARY OF BIDS

<u>NAME OF BIDDER</u>	<u>5% BID SECURITY SUBMITTED</u>	<u>BIDDER STATUS FORM SUBMITTED</u>	<u>TOTAL BID (% ABOVE/BELOW ESTIMATE)</u>
<i>Engineer's Opinion of Probable Cost</i>	N/A	N/A	<b>\$116,251</b>
<b>Woodruff Construction, Inc.</b> Waterloo, Iowa	Yes	Yes	<b>\$269,859</b> <b>132.1%</b>

### Comments:

1. One (1) bid was received from the 5 contractors holding plans and specifications.
2. The total Bid received is 132.1% above the Engineer's Opinion of Probable Cost.
3. Council has three options regarding contract award:
  - a. Award Contract
  - b. Reject All Bids
  - c. Table Contract Award to Later Date
4. Veenstra & Kimm, Inc. and the Charles City Community School District has successfully worked with Woodruff Construction, Inc. on previous projects.
5. If the School District elected, they could rebid this project with 2 separate bid packages, having the synthetic rubber surfacing as its own contract. This may reduce the construction costs, however, may delay work so the synthetic rubber surfacing isn't completed prior to labor day.

### Recommendations:

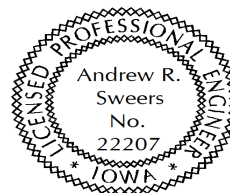
1. Veenstra & Kimm, Inc. reviewed the project costs with School Staff and determined that the project still falls within budget. In addition, there are limited contractors that perform this type of work and due to material shortages, prices have increased significantly.

I hereby certify that this is a true tabulation of bids received on May 19, 2021 by the Charles City Community School District, Charles City, Iowa.

Drew Sweers, P.E.

May 20, 2021

Date:



Iowa License No. 22207

My License renewal date is December 31, 2021

## BID TABULATION

**Project:** HIGH SCHOOL TRACK IMPROVEMENT PROJECT

**Owner:** CHARLES CITY COMMUNITY SCHOOL DISTRICT

**Location:** CHARLES CITY, IOWA

				ENGINEER'S OPINION OF PROBABLE COST		Woodruff Construction, Inc. Waterloo, Iowa	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
<b>RUNNING TRACK PAVEMENT AREA</b>							
1	MOBILIZATION	LS	1	xxx	\$5,000.00	xxx	\$95,015.00
2	TRAFFIC CONTROL	LS	1	xxx	\$2,500.00	xxx	\$300.00
3	PAVEMENT REMOVAL	SY	327	\$12.00	\$3,924.00	\$65.50	\$21,418.50
4	CRACK REPAIR	LF	600	\$2.00	\$1,200.00	\$3.95	\$2,370.00
5	SYNTHETIC RUBBER SURFACING	SY	5172	\$16.00	\$82,752.00	\$24.25	\$125,421.00
6	HMA PAVEMENT, 4" THICK	SY	45	\$40.00	\$1,800.00	\$101.75	\$4,578.75
7	PAVEMENT MARKINGS	LS	1	xxx	\$7,500.00	xxx	\$8,820.00
8	TOPSOIL - CONTRACTOR FURNISHED	CY	275	\$35.00	\$9,625.00	\$27.50	\$7,562.50
9	SEED, FERTILIZER AND MULCH	ACRE	0.3	\$6,500.00	\$1,950.00	xxx	\$4,373.25
<b>TOTAL BID</b>					<b>\$116,251</b>		<b>\$269,859</b>





# AIA<sup>®</sup> Document B132<sup>™</sup> – 2019

## ***Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition***

**AGREEMENT** made as of the Twenty-ninth day of April in the year Two Thousand Twenty-one  
(In words, indicate day, month, and year.)

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

Charles City Community School District  
500 North Grand Avenue  
Charles City, IA 50616

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

INVISION Architecture, LTD  
501 Sycamore St Ste 101  
Waterloo, IA 50703

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

Charles City Community School  
Charles City, Iowa  
Phase I - Pre bond referendum planning associated with the high school / middle school addition and renovation. The basis of work begins with the planning that has taken place previously. Phase II – Full design services will be defined at the completion of Phase I.

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

To be determined and added by amendment

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132<sup>™</sup>–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232<sup>™</sup>–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132<sup>™</sup>–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232<sup>™</sup>–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Architect agree as follows.

## TABLE OF ARTICLES

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

### ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

This will be developed as part of the project.

§ 1.1.2 The Project's physical characteristics:

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

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

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

To be determined by Owner after consultation with Architect and Construction Manager and once determined will be incorporated into this Agreement by reference herein.

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

.1 Design phase milestone dates, if any:

Initial Scheduling Goals (Phase I)

2021

1. April: Getting organized
  2. April-May: Collect information
  3. May-June: Define needs and aspirations
  4. July-September: Identify approaches
  5. October-November: Engage input and test
- 2022
1. January-March: Reach out to community
  2. March: Vote
  3. April - Implementation

.2 Construction commencement date:

To be added by amendment

.3 Substantial Completion date or dates:

To be added by amendment

.4 Other milestone dates:

To be determined and mutually agreed upon with the Owner and Construction Manager

§ 1.1.5 The Owner intends the following procurement method for the Project:

*(Identify method such as competitive bid or negotiated contract.)*

Competitive bid

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:

*(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)*

To be added by amendment

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

To be determined at a future date and if applicable added by amendment

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

*(List name, address, and other contact information.)*

Jerry Mitchell

Director of Operations

Init.

Charles City Community Schools  
500 North Grand Ave  
Charles City, IA 50616  
jmitche@charlescityschools.org

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

Board of Directors of the Charles City Community School District required by Iowa law.

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

.1 Construction Manager:

*(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)*

To be determined and add by amendment

.2 Land Surveyor:

To be determined and add by amendment

.3 Geotechnical Engineer:

.4 Civil Engineer:

To be determined and add by amendment

.5 Other consultants and Contractors:

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

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:  
(List name, address, and other contact information.)

Brad Leeper  
INVISION Architecture, LTD  
501 Sycamore St Ste 101  
Waterloo, IA 50703

Mobile Number: 319.239.5496  
Email Address: Bradl@invisionarch.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Undetermined. Will be added by amendment at completion of Phase I if required

.2 Mechanical Engineer:

Undetermined. Will be added by amendment at completion of Phase I

.3 Electrical Engineer:

Undetermined. Will be added by amendment at completion of Phase I

§ 1.1.12.2 Consultants retained under Supplemental Services:

The likely required additional consultants will be: Civil Engineering; Landscape Architect; Acoustical, Theatrical, Audio Visual and Food Services. When it is determined what will be needed they will be added to this agreement by amendment.

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

Pre-Bond, Phase I

- The intent of the pre bond phase is to define the scope and budget for the project.

Full Design, Phase II

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

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect, as a representative of the Owner, shall perform its services consistent with the professional skill and care ordinarily provided by architects with experience in projects similar to the Project; practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect will perform the Architect's services in a manner consistent with the interest of the Owner

§ 2.2.1 The Architect accepts the relationship of trust and confidence established with the Owner by this Agreement and will exercise the Architect's skill and judgment in furthering the interests of the Owner and will perform the Architect services in an expeditious and economical manner consistent with the interests of the Owner and consistent with appropriate professional standards. Nothing in this Article, or this Agreement, is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.

§ 2.2.2 The Architect shall perform its services in compliance with all applicable ordinances, statutes, regulations, codes and the Owner's policies that may exist as of the date of this Agreement. The Architect shall review its design that is applicable to: (a) technical specifications, (b) building codes, (c) ADA standards, and (d) other contract obligations.

§ 2.2.3 Whenever this Agreement provides that the Architect may rely on information provided by the Owner, from any source, such reliance shall be reasonably based on the Architect's standard of care contained in Section 2.2.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. Adviser, as amended by the parties. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. Project, which such representative shall be acceptable to the Owner. The Architect may not change such representative without the Owner's consent. For the purposes of this Agreement, Brad Leeper, shall be the Architect's representative.

The Architect, through this representative, shall advise and consult with the Owner during the administration of the Contract for Construction and shall serve as the "Owner's Authorized Contract Representative" for the purposes and/or responsibilities outlined under Iowa law related to early release of retainage funds. The Architect shall have



authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

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

§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall notify the Owner and if Owner still desires the same types and limits of insurance as originally specified the Owner shall pay the Architect as set forth in Section 11.9.

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

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

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One million (\$ 1,000,000 ) each accident, One million (\$ 1,000,000 ) each employee, and One million (\$ 1,000,000 ) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two million (\$ 2,000,000 ) per claim and four million (\$ 4,000,000 ) in the aggregate. The Architect shall maintain this coverage until final completion of the Project and for a period of two (2) years thereafter.

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

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. All deductibles and premiums associated with the above coverages shall be the responsibility of the Architect. The Architect shall require that all Consultants engaged by the Architect carry and maintain sufficient insurance that is appropriate to the project in the reasonable discretion of the Architect. The Architect and Consultants shall submit proof of such insurance to the Owner before submittal of the first invoice. The Architect will provide written notice to the Owner at least thirty (30) days prior to any cancellation, nonrenewal, or material modification of the policies for a period of two (2) years from the date of final completion of the Project under this Agreement.

§ 2.6.9 Commercial Liability and Automobile Liability policies cited above should be endorsed as follows:

"The insurance company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defense of governmental immunity available to the

insured under Iowa Code Section 670 as it now exists or may be amended from time to time. The company and the insured further agree that this policy of insurance shall cover only its claims and not subject to the defense of governmental immunity under Iowa Code Section 670."

**§ 2.6.10** The Certificate of Insurance Commercial Liability and Automobile Liability policies should state:

"The insurance company and the insured expressly agree and state that granting additional insured status on this policy of insurance does not waive any of the defenses of governmental immunity available to the Charles City Community School District under Iowa Code Section 670 as it now exists or may be amended from time to time."

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Civil engineering scope of work and fees will be added by amendment to this contract when know as part of basic services. Services not set forth in this Article 3 are Supplemental or Additional Services.

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

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

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

**§ 3.1.3.1** The Construction Manager shall provide the estimating services to establish the Project construction budget. The Architect has no responsibility for developing the Project construction budget. The Architect and Construction Manager shall coordinate and cooperate with each other in the development of the design in order to facilitate the achievement of the Owner's Project construction budget.

**§ 3.1.4** The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

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

**§ 3.1.6** The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.



**§ 3.1.7** The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing work with the Construction Manager to file on behalf of the Owner all documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.1.8** The Architect will attend review or approval meetings such as: planning and/or facility committee, school board, or public hearings as necessary and/or reasonably requested by the Owner at no additional cost.

**§ 3.1.9** All documents produced by the Architect and its consultants pursuant to this Agreement shall be created with reasonable professional efforts to comply with applicable laws, statutes, ordinances, codes, rules, regulations, and school district policies in effect at the time of construction document submission to building authorities. Design changes made necessary by newly enacted laws, codes and/or regulations after the date of submission of the documents to the building authorities shall entitle the Architect and its consultants to a reasonable adjustment in the schedule. All Construction Documents shall be dated and shall contain, and/or be adopted by a statement referring to each specific document covered by the signature of the registered architect and/or engineer in responsible charge, a certificate that the work was done by such registered architect and/or engineer or under the registered architect's and/or engineer's responsible charge and the Iowa legible seal for such registrant.

**§ 3.1.10** The Architect shall notify the Owner, in writing, of any other information needed for the Project that is not included in or to be provided under this Agreement.

**§ 3.1.11** The Owner is not responsible for identifying what information, survey services, design or reports are required or needed for the Project.

### **§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program schedule, project budget and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

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

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

**§ 3.2.4** Based on the Project requirements, schedule and budget for the Cost of the Work, agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

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

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

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

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner. However, the Architect shall make revisions to the Schematic Design Phase Drawings, Specifications or other documents when requested by Owner or Construction Manager because estimates of construction costs exceed the Project construction budget.

§ 3.2.9 The Architect shall not proceed with the Design Development Phase as set forth in Section 3.3 until:

1. The Architect has received the Owner's approval of the Schematic Design Documents;
2. The Architect has received written authorization and direction from the Owner to proceed with the Design Development Plan.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project ~~requirements~~ requirements, schedules and the budget for the Cost of the Work, the Architect will meet with the Construction Manager and Owner to review the preliminary designs and discuss options. Based on these discussions and the Architect's review, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents. Architect shall also provide drawings and other documents which depict the current status of design development for the Owner's review and the Construction Manager's information.

§ 3.3.3 Upon receipt of the Owner's comments and the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.3.4 The Architect shall not proceed with the Construction Documents Phase until:

1. The Architect has received the Owner's acceptance of the Design Development Documents,
2. The Architect has received written authorization and direction from the Owner to proceed with the Construction Documents Phase.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. It is Architect's responsibility to ascertain that the drawings, plans and specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. The Architect shall review laws, codes and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction of the Project. All documents produced by the Architect pursuant to this Agreement shall comply with applicable laws, statutes, ordinances, codes, rules, and regulations in effect at the time of construction document submission to building authorities. All architectural and engineering documents shall be dated and shall contain the signature of the registered Architect/engineer in responsible charge, a certificate that the work was done by such registered Architect/engineer or under the registered Architect/engineer's direct personal supervision, and the Iowa legible seal for such registrant. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. Documents and the Architect shall assist the Construction Manager in the filing of the documents in the Owner's name, if necessary, required for the approval of governmental authorities having jurisdiction over the Project. To the extent caused by a negligent act, error or omission of the Architect, the Architect shall be responsible, at its own expense, for making any changes in the Construction Documents necessary to meet such design requirements.

**§ 3.4.3** During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include among other things, scope of work, Construction Documents, bidding requirements and sample forms. Any and all sample forms and contracts provided by the Architect shall to the best of its knowledge conform to applicable requirements of Iowa Code Chapter 26 and Iowa Code Chapter 573 and other applicable statutes at the time of issuance of bidding documents. Owner's legal counsel shall be contacted by the Owner to review the Architect's provided forms and contracts for legal and statutory compliance and legal counsel shall notify the Owner and Architect of any needed changes to ensure statutory compliance.

**§ 3.4.4** Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the ~~Construction Documents~~ and advise the Construction Manager and Owner of any adjustments to the Project scope.

**§ 3.4.5** ~~Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.~~

completion of the Construction Documents Phase, the Architect shall provide Construction Documents for the Owner's approval and the Construction Manager's information. Prior to bid, the Construction Manager shall prepare a final estimate of the opinion of probable Construction Cost of the Work based on such Construction Documents. The Architect shall make revisions to such Construction Documents Phase Drawings, Specification or other Construction Documents when requested by the Owner because such opinion of probable Construction Cost of the Work exceeds the construction budget.

## **§ 3.5 Procurement Phase Services**

### **§ 3.5.1 General**

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining ~~either competitive bids or negotiated proposals;~~ (2) confirming responsiveness



of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing Contracts for Construction-competitive bids; (2) confirming responsiveness of bids (3) evaluating and validating the bids to determine the successful bid.

### **§ 3.5.2 Competitive Bidding**

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

**§ 3.5.2.2** The Architect shall assist the Owner and Construction Manager in bidding the Project by

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

**§ 3.5.2.2** The Architect shall not proceed with the competitive bidding phase until:

1. The Architect has received the Owner's written acceptance of the Construction Documents;
2. The Architect has received written authorization and direction from the Owner to proceed with the competitive bidding phase.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders. The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 — facilitating the distribution of Bidding Documents to prospective bidders in compliance with Iowa's Competitive Bidding Laws;
- .2 — organizing and conducting a pre-bid conference for prospective bidders;
- .3 — preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of prepared and issued addenda; and
- .4 — Reviewing and making recommendations of lowest responsive, responsible bids.

### **§ 3.5.3 Negotiated Proposals**

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

**§ 3.5.3.2** The Architect shall assist the Owner and Construction Manager in obtaining proposals by:

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

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

**§ 3.5.2.4** The Architect shall include in the Specifications requirements that the Contractors provide operation manuals and adequate training for the Owner in the operation and maintenance of mechanical, electrical, heating and ventilation, air-conditioning and other building systems installed by the contractors, and provide all warranty information pertaining to such systems.

**§ 3.5.2.5** The Architect shall work with the Construction Manager to file documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall be responsible for making such changes in the Construction Documents as may be mandated by said governmental authorities at its expense if determined to be originally drawn in error.

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

## **§ 3.6 Construction Phase Services**

### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. ~~Edition as modified and incorporated herein by reference.~~ If the Owner and Contractor modify AIA Document A232–2019, those modifications shall ~~not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~ be incorporated into this Agreement, and to the extent any such modification affects the Architect's services under this Agreement, the Architect's compensation and schedule shall be adjusted upon mutual agreement of the parties. To the extent of any conflict between the terms of this Agreement and the AIA Document A232-2019 General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, the interpretation most favorable to the Owner shall control.

**§ 3.6.1.2** The Architect shall be a representative and shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect, as a hired representative of the Owner, shall provide Construction Phase Services with that degree of skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. ~~Agreement and until the final warranty period/inspection review is complete~~ The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall report to the Owner known deviations from the Contract Documents and the most recent Construction Schedule. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the later of the date the Architect issues the final Certificate for ~~Payment.~~ ~~Payment or the completion of the eleven (11) month pre-warranty "walk through" with follow-up on any necessary warranty items until the expiration of the one year warranty correction period.~~ Provided, however, the Architect shall not issue the final Certificate of Payment until the Owner confirms, in writing, that the Contractor has satisfied all of the conditions under Section 9.10 of the AIA A232 General Conditions of the Construction Contract, Construction Manager as Adviser Edition and the Work has been fully completed in accordance with the Contract Documents.

### **§ 3.6.2 Evaluations of the Work**

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

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents ~~and shall notify the Construction Manager about the rejection.~~ ~~Whenever upon notice to the Owner and Construction Manager,~~

and shall advise the Owner in writing regarding a recommendation of rejection of Work that does not conform to the Contract Documents. If the Architect has knowledge of any Work which does not conform to the Contract Documents which significantly impacts the Owner, the Architect shall promptly notify the Owner and Construction Manager. The Architect shall not authorize or direct any Work stoppage, removal of Work in place, or changes in any Work without prior written approval of the Owner. Wherever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to advisable for implementation of the intent of the Contract Documents, the Architect shall require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the such Work is fabricated, installed or completed. However, neither this authority of the Architect, nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, Contractor, Subcontractors, material and equipment suppliers, their agents or employees, employee or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness by the Architect, Owner and Construction Manager or otherwise. Within fifteen (15) days of such request. The Owner shall not be bound by the Architect's interpretation or decision.

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

**§ 3.6.2.5** Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232-2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

**§ 3.6.2.6** Upon substantial completion of the Project, the Architect and/or its appropriate consultant shall be present at the initial startup and operation of all systems and equipment to help assist in determining that such Work has been completed in accordance with the requirements of the Contract Documents. This shall not require or obligate the Architect to perform any on-going commissioning work.

**§ 3.6.2.7** The Architect shall select and specify materials for the Project with no asbestos or asbestos-containing material.

**§ 3.6.2.8** Eleven (11) months after substantial completion of the Project, the Architect shall participate in a one-year warranty inspection review to determine that the completed Work remains in accordance with the requirements of the Contract Documents and to identify any then required warranty work.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** Not more frequently than monthly, the Architect shall review and certify an application for payment. Within seven (7) days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously



prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

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

**§ 3.6.3.3** The issuance of a Certificate for Payment or a Project Certificate for Payment shall be a representation that the Architect has confirmed that the Contractor has submitted all required data and information with its Application for Payment, but shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum. However, the issuance of a Certificate of Payment shall constitute a representation to the Owner that to the best of the Architect's knowledge, information and belief, the Contractors are entitled to payment in the amount certified.

**§ 3.6.3.4** The Architect shall maintain a record of the Applications and Certificates for ~~Payment~~. Payment and stamp each application on the date it was received. Copies of the Applications and Certificates for payment shall be sent to the Owner with certification of each signed by the Architect.

#### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness as to cause no delay in the Work or in the activities of the Owner or Contractors while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, ~~or otherwise with reasonable promptness, by the Architect, Owner and Construction Manager or otherwise with reasonable promptness~~ as to cause as little delay as possible in the Work on the activities of the Owner or Contractors. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents. The Architect shall advise the Owner, in writing, if the Architect becomes aware that the Work is proceeding in the absence of shop drawings and submittals that have been reviewed and approved, or are required to be reviewed and approved, in accordance with the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager ~~for before~~ the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may order minor changes in the Work upon notice to the Owner, that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. For all other changes in the Work the Architect must obtain the Owner's written approval. Such changes shall be effected by written order issued by the Architect through the ~~Construction Manager~~ to the Contractor and Owner.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the ~~Work~~ Work and produce said records upon request from the Owner.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- .5 The Architect shall notify the Owner in writing when, in the Architect's opinion, construction of the Project is substantially complete, and then when fully completed including all punch list and closeout items.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect acting as the Owner's authorized contract representative in accordance with the requirements of Iowa law related to early release of retainage shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be



retained from the Contract Sum, ~~if any, for final completion or correction of the Work~~ in addition to retainage, if necessary for final completion or correction of the Work and/or for Iowa Code Chapter 573 claims. The Architect shall promptly provide to the Owner any written request for early release of retainage funds received by the Architect from the Contractor upon Substantial Completion, and shall provide to the Owner all documentation provided to the Architect by the Contractor in relation to such request for early release of retainage funds to the Contractor.

**§ 3.6.6.3.1** Upon final completion of the Project, the Architect shall attest that no asbestos or asbestos-containing material was specified as a building material in any Construction Documents for the Project and that, to the best of the Architect's knowledge, no asbestos or asbestos-containing materials was used as a building material on the Project.

**§ 3.6.6.4** ~~The~~ Before the work is found to be finally complete by the Architect, the Architect shall forward to the Owner the following information received from the Contractors, through the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of ~~liens, or bonds indemnifying the Owner against liens; Iowa Code Chapter 573 claims;~~ and (3) any other documentation required of the Contractors under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from ~~Eleven (11) months~~ after the date of Substantial Completion, the Architect shall, without additional compensation, (1) inspect the Project site and (2) provide assistance to the Owner in enforcing any warranty issues with any Contractors, and (3) conduct a meeting with the Owner and Construction Manager to review the facility operations and performance. The Architect shall promptly inform the Contractor, Construction Manager, the Owner and Owner's Representative, in writing, of the results of this review and make appropriate recommendations.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility (Architect, Owner or Not Provided)
<b>§ 4.1.1.1</b> Assistance with selection of Construction Manager	<u>Not provided</u>
<b>§ 4.1.1.2</b> <b>Initial</b> Programming	<u>Architect under basic services</u>
<b>§ 4.1.1.3</b> Multiple preliminary designs	<u>Architect under basic services</u>
<b>§ 4.1.1.4</b> Measured drawings	<u>Not provided</u>
<b>§ 4.1.1.5</b> Existing facilities surveys	<u>Not provided</u>
<b>§ 4.1.1.6</b> <b>Initial</b> Site evaluation and planning	<u>Architect under basic services</u>
<b>§ 4.1.1.7</b> Building Information Model management responsibilities	<u>Not provided</u>
<b>§ 4.1.1.8</b> Development of Building Information Models for post construction use	<u>Not provided</u>
<b>§ 4.1.1.9</b> Civil engineering	<u>Not provided</u>
<b>§ 4.1.1.10</b> Landscape design	<u>Not provided</u>
<b>§ 4.1.1.11</b> Architectural interior design	<u>Architect</u>
<b>§ 4.1.1.12</b> Value analysis	<u>Not provided</u>
<b>§ 4.1.1.13</b> Cost estimating	<u>Not provided</u>
<b>§ 4.1.1.14</b> On-site project representation	<u>Not provided</u>

Init.

§ 4.1.1.15	Conformed documents for construction	<u>Not provided</u>
§ 4.1.1.16	As-designed record drawings	<u>Not provided</u>
§ 4.1.1.17	As-constructed record drawings	<u>Not provided</u>
§ 4.1.1.18	Post-occupancy evaluation	<u>Not provided</u>
§ 4.1.1.19	Facility support services	<u>Not provided</u>
§ 4.1.1.20	Tenant-related services	<u>Not provided</u>
§ 4.1.1.21	Architect's coordination of the Owner's consultants	<u>Not provided</u>
§ 4.1.1.22	Telecommunications/data design	<u>Not provided</u>
§ 4.1.1.23	Security evaluation and planning	<u>Not provided</u>
§ 4.1.1.24	Commissioning	<u>Not provided</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided</u>
§ 4.1.1.26	Historic preservation	<u>Not provided</u>
§ 4.1.1.27	Furniture, furnishings, and equipment design	<u>Not provided</u>
§ 4.1.1.28	Other services provided by specialty Consultants	<u>Not provided</u>
§ 4.1.1.29	Other Supplemental Services	<u>Not provided</u>

## § 4.1.2 Description of Supplemental Services

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

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

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

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

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

## § 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for

- Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
  - .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
  - .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care; of care, which occur after and could not have been known at the time the original Instruments of Service were prepared;
  - .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
  - .6 ~~Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;~~ Intentionally left blank;
  - .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
  - .8 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~ Intentionally left blank;
  - .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
  - .10 ~~Evaluation of the qualifications of entities providing bids or proposals;~~ Intentionally left blank;
  - .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
  - .12 Assistance to the Initial Decision Maker, if other than the Architect.

If the Architect believes it is entitled to additional compensation for services the Architect believes are needed under this Section 4.3.1 or for other services requested by the Owner, the Architect shall notify the Owner in writing with reasonable promptness and (1) explain the basis of the Architect's belief that such services are outside the scope of the Basic Services and Additional Services, and (2) provide an estimate of the probable cost of such services and probable impact, if any, on the schedules. The Architect shall not provide any services for which the Architect believes it is entitled to additional compensation until the Architect receives the Owner's written authorization, which authorization shall either (i) acknowledge that the Architect is entitled to additional compensation under Section 11.3, or (ii) deny that the Architect is entitled to additional compensation and direct the Architect to proceed with the services, in which case the Architect may pursue a claim for additional compensation under Article 8. The Owner's determination that the Architect is not entitled to additional compensation for such services shall not relieve the Architect of its responsibilities under this Agreement.

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

- .1 Reviewing a Contractor's submittal out of sequence from the Project submittal schedule ~~approved by the Architect;~~
- .2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

- ~~.3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service; Intentionally left blank;~~
- ~~.4 Evaluating an extensive number of~~ Evaluating more than three (3) Claims as the Initial Decision Maker; or
- ~~.5 Evaluating more than six (6) substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.~~ therefrom unless such substitutions are required because of Architect's errors or omissions; or .
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services, ninety (90) days after the date of Substantial Completion of the Work.

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

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
- .2 One ( 1 ) visits per month to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion
- .5 One (1) eleven month pre-warranty walk through and inspection.

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

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~(—) months of the date of this Agreement,~~ 90 days after the date established for Final Completion of the Work, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

§ 5.3 The Owner shall consult with the Architect and Construction Manager in order to establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or ~~decreases~~ decreases (by more than 10%) the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. ~~If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.~~



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

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

§ 5.6 The Owner shall furnish services of geotechnical engineers, ~~which when such services are requested by Architect to the extent necessary to allow Architect to perform its services under this Agreement.~~ Such services may include test borings, test pits, determinations of soil bearing values, percolation tests, geothermal test boring and thermal conductivity evaluations, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Owner shall also furnish services of a special inspector to provide special inspections in accordance with applicable codes and regulations in force on the date of this Agreement.

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

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

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

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Architect shall advise the Owner of the requirements of such tests and consult with the Owner in selecting and ordering services from consultants who provide such tests, inspections and reports.

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

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. ~~Service., however, Owner shall have no obligation or responsibility to inspect the Project or Instruments of Service for defects.~~

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and

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

§ 5.14 Before executing the Contracts for Construction, the ~~Owner~~ Owner, with the assistance of the Architect and Construction Manager, shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

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

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

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants ~~during the Construction Phase only~~, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work ~~also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or unused contingencies for changes in the Work; or other costs that are the responsibility of the Owner.~~

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to documented market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or

.4 implement any other mutually acceptable alternative.

**§ 6.6** If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. ~~The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.~~

**§ 6.7** After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

**§ 6.8** The Owner shall provide to Architect a confirmed budget/list of funds available for the project that cannot be changed or reduced without discussion with Architect. The Architect shall exercise reasonable professional efforts to make the Instruments of Service and Construction Documents conform to the confirmed budget. If the Architect develops knowledge during the progress of the Architect's work on the Project of any conditions which, in the opinion of the Architect, would be sufficient reason for revision of the budget for the Cost of the Work, the Architect shall so inform the Owner in writing. Upon receipt of such notification, the Owner, the Construction Manager and the Architect shall review the conditions and the budget for the Cost of the Work, and the Owner shall determine whether or not the conditions shall be removed or changed and whether or not the budget for the Cost of the Work amount shall be increased.

## ARTICLE 7 COPYRIGHTS AND LICENSES

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. Owner acknowledges the Architect's construction documents, regardless of the media or format, are instruments of Service. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Owner upon completion of the services or termination of this Agreement, whether the Work for which they are made is executed or not, if payment in full of all monies then due to the Architect prior to completion or termination have been made by the Owner. The Owner reserves the right to use the Construction Documents developed for the Project in such a manner as the Owner may desire, subject to the provisions herein. The Architect shall be permitted to retain copies, including reproducible copies or electronic data, of the Instruments of Service for the Project. The Owner shall notify Architect in writing prior to Owner's modifications and/or reuse of the instruments of service for the Project. The Owner's or its retained agent's or representative's modification and/or reuse of the Instruments of Service for the Project without written authorization of the Architect will be at the Owner's and/or other retained entities sole risk and without liability or legal exposure to the Architect. Unless otherwise provided in this Agreement, nothing contained herein shall be construed as in derogation of the Architect's copyright rights.

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

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any



protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1. Final Acceptance of the Work or no later than 6 months after the date of Substantial Completion, whichever is earlier.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. Construction as modified. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein. The Architect's obligation under this Section 8.1.2 shall survive completion of Architect's services under this Agreement or termination of this Agreement.

**§ 8.1.3** The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants. Indemnification: The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner against all damages or liabilities, including reasonable attorney's fees, to the extent caused by the Architect's negligent error or omission in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement required for the Project including any plan or specification within the responsibility of the Architect or to any breach of duty or obligation assumed by or required under this Agreement and that of its subconsultants or anyone for whom the Architect is legally liable. If a suit, action, arbitration or other legal proceeding is instituted in connection with or arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees and litigation expenses incurred by the prevailing party, including those incurred on appeal, up to a total of One Hundred Thousand Dollars (\$100,000.00).



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

**§ 8.1.4** The Architect and Owner hereby expressly reserve the right to claim consequential damages against the other for claims, disputes or other matters in question arising out of or relating to this Agreement. This right to claim consequential damages is applicable to all consequential damages due to either party's termination of this Agreement and shall be limited to One Hundred Thousand Dollars (\$100,000).

## **§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding. The Owner and Architect shall endeavor in good faith to resolve claims, disputes and other matters in question between them by mutual agreement and may, by mutual agreement and in their discretion, submit same to non-binding mediation which shall be in accordance with Iowa Code Chapter 679C, as amended. Requests for mediation shall be given in writing to the other party to this Agreement. If the Owner and Architect are unable to mutually agree upon a mediator in writing within sixty (60) days of receiving the written request for mediation, either party may then institute legal or equitable proceedings. Mediation shall be voluntary only and shall not be a prerequisite to litigation or other means of dispute resolution.

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

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

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

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

### § 8.3 Arbitration

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

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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

## ARTICLE 9 TERMINATION OR SUSPENSION

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. Agreement, except that payment may be withheld from the Architect, without penalty to the owner for such withholding, for the Architect's substantial noncompliance or non-performance formally claimed in writing to the Architect with the explanation for grounds of withholding payment and/or determined in accordance with the terms of this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, Project for more than ninety (90) consecutive days, or one hundred eighty (180) cumulative days, for reasons other than the fault of the Architect, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated Architect's compensation shall be equitably adjusted, as mutually agreed upon, along with time schedules to provide

for expenses incurred in the interruption and resumption of the Architect's services. ~~The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

~~§ 9.3 If the Owner suspends the Project for more than 90 days, the Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect in the event the Project is permanently abandoned. If the Owner abandons the Project for more than one-hundred eighty cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.~~

~~§ 9.4 Either party may terminate this Agreement anytime upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.~~

~~§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.~~

~~§ 9.5.1 Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfillment of the Agreement are at any time not forthcoming or insufficient, either through the failure of the state or the Owner to appropriate funds or through discontinuance or material alteration of the program for which funds were provided including the failure of the voters to approve a new Revenue Purpose Statement (RPS) on or before September 8, 2020 the Owner shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding and/or approval of the RPS.~~

~~§ 9.5.2 With the mutual agreement of both parties upon receipt and acceptance of not less than thirty (30) days' written notice, this Agreement may be terminated on any agreed date before the end of the term without penalty to either party.~~

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

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

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

~~.1 Termination Fee:~~

~~None~~

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

~~None~~

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

~~§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7. termination of this Agreement shall not relieve either the Owner or the Architect of any obligation previously accrued. The following provisions of this Agreement, and any other provisions that by their terms so provide, shall specifically survive any such termination; Section 3.1.13, Article 7, Article 8, Article 10, and Article 12.~~

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

Init.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 laws of the State of Iowa. Except as otherwise provided in this Agreement, all legal and equitable proceedings, controversies or disputes arising from this Agreement shall be venued in the Iowa District Court for Floyd County.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended or modified by the parties, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

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

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

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

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

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

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

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

**§ 10.9** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or



unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**§ 10.10** Any amendments to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

**§ 10.11** The Architect understands and agrees that any written correspondence or communication (including emails) between itself and the Owner or any other entity as it relates to its work on this Project are subject to Iowa's Open Records Law (Iowa Code Chapter 22) and may be subject to public disclosure at any time upon valid request, except if otherwise deemed a confidential record by law.

## ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum  
(Insert amount)

Phase 1 Pre-Bond. Billed on an hourly basis with a hourly not to exceed basis of \$62,000.

- a. Full design Phase 2 – Implementation. This phase of the project will be for planning, design and construction observation up to move in.
  - i. The below fee schedule is a guide for fees associated with typical projects. The scope of the specific projects under consideration are not fully defined at this time so there are many questions for INVISION and the District as we proceed from planning to project identification and implementation. We will work closely with you to assess project complexity, characteristics, schedule, specialty consultants and services that might be required for each project.

<u>Const \$</u>	<u>&lt;\$3M</u>	<u>&gt;\$3M</u>	<u>&gt;\$8M</u>	<u>&gt;\$15M</u>	<u>&gt;\$20M</u>	<u>&gt;\$30M</u>
<u>New Const.</u>	<u>Varies</u>	<u>7.5%</u>	<u>7.0%</u>	<u>6.5%</u>	<u>6.0%</u>	<u>Varies</u>
<u>Renovation</u>	<u>Varies</u>	<u>8.5%</u>	<u>8.0%</u>	<u>7.5%</u>	<u>7.0%</u>	<u>Varies</u>

1. Design services would be a lump sum based upon percentage of an independently performed design development estimate for construction inclusive of contingencies.
2. Projects with new construction and directly related renovation work would be prorated based upon the above table and the estimated proportion of each type of work contained in the project.
3. Projects with construction costs significantly above or below the amounts shown above will be negotiated when the project scope is defined.
4. Percentages would include normal structural, mechanical and electrical engineering. Other specialty consultants can be added to the team in consultation with you if found to be necessary.
5. Applicable portions of the Phase 1 work as it relates to the final scope will be credited back to the Phase 2 project. This is many times 100% but if we decide to pursue larger scale planning not included in the final project those portions would not apply.
6. Civil engineering scope of work is unknown at this time, but will be added to the percentages above if required and added to this contract by amendment.

**.2 Percentage Basis**  
(Insert percentage value)

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

**.3 Other**  
(Describe the method of compensation)

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

To be determined and if applicable added to this agreement by amendment

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Fees will be negotiated based on the type of additional service requested. Fee structure will be hourly or a lump sum amount based on the scope of services added and the agreement of the parties. The Architect shall not perform additional Work until fee is agreed upon unless otherwise agreed upon by the parties. If Work proceeds, until a final fee is determined, the Architect may bill the Owner for additional services rendered on an hourly basis. The hourly fees billed and paid will be credited to the overall additional fee agreed upon. The Services provided on an hourly basis shall be performed in accordance with the Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated annually and will be adjusted with normal review practices.

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent ( 5 %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	<u>Eighteen</u>	percent (	<u>18</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Thirty</u>	percent (	<u>30</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty-seven</u>	percent (	<u>27</u>	%)
Phase 1 – Pre-Bond Referendum	<u>Hourly to not exceed</u> <u>\$62,000</u>			
Total Basic Compensation	one hundred	percent (	100	%)

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

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

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

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

#### Exhibit A

##### **Employee or Category**

##### **Rate (\$0.00)**

#### **§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the ~~Project~~, Project. Any Reimbursable Expenses must receive prior approval of the Owner which shall not be unreasonably withheld. Reimbursable Expenses are as follows:

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

The Architect shall provide complete documentation, including copies of all invoices paid by the Architect, for those expenses that are to be reimbursed.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants ~~plus percent (—%) of the expenses incurred consultants.~~ With no percentage mark-up.

#### **§ 11.9 Architect's Insurance**

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)*

## **§ 11.10 Payments to the Architect**

### **§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of Zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

### **§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within thirty (30) days upon presentation of the Architect's invoice. Amounts unpaid more than thirty ( 30 ) days after the invoice date receipt of the invoice shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

—%—equal to one percent (1%) annually or the rate specified by rule pursuant to Iowa Code Section 74A.2 whichever is less.

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Architect ~~agrees or agrees,~~ has been found liable for the amounts in a binding dispute resolution ~~proceeding.~~ proceeding, or there is a filed lawsuit or formal request for mediation pending relating to the issue for which payments are being withheld.

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

**§ 11.10.5** The Architect shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement.

**§ 11.10.5.1** The Architect shall preserve the Records for a period of ten (10) years after final payment or for such longer period as required by any applicable law, provided, however, that if a Claim is asserted during said ten (10) year period then the Architect shall retain all such Records until the Claim has been resolved.

**§ 11.10.5.2** The Architect shall require all entities to whom it made payments for services provided under this Agreement to comply with the provisions of Section 11.10.4 by insertion of the requirements contained in such section in any written agreement between the Architect and such entity.

## **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

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

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

**§ 12.1** The Architect shall prepare project documents for review by the Owner and Construction Manager at the following stages of the project development: 100% completion of Schematic Design Phase; 100% completion of Design Development Phase; and 75%, and 100% completion of the Construction Documents Phase. The Architect shall provide one complete set (printed and electronic) of the project documents to the Owner, and a complete

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electronic set of project documents to the Construction Manager for each designated review period. The Owner shall reimburse the Architect for the cost for reproduction of more than one set of these documents. Construction Manager shall issue written review comments and construction cost analysis and estimates for each designated review to the Owner and the Architect. Construction Manager to provide said written comments and cost estimates within 2-3 weeks at Schematic Design, 3-4 weeks at Design Development and Construction Documents phases.

**§ 12.2** The Architect (Company) shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Architect shall not permit an employee, Subconsultant (Company) owned, operated, or managed by, or Subconsultant employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113. The Architect shall further acknowledge and certify services provided under this Contract comply with Iowa Code 692A.113, and shall fully execute and deliver a copy of 'Acknowledgment and Certification' Form, within 10 days of the execution of the Agreement or before any Company workers are on the Project site.

### ARTICLE 13 SCOPE OF THE AGREEMENT

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

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

- .1 AIA Document B132™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

\_\_\_\_\_  
**.3** Exhibits:

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

\_\_\_\_\_  
[ ] AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:  
\_\_\_\_\_  
*(Insert the date of the E235-2019 incorporated into this Agreement.)*

\_\_\_\_\_  
[ ] Other Exhibits incorporated into this Agreement:

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

\_\_\_\_\_  
Exhibit A – Hourly billing rates

\_\_\_\_\_  
Exhibit B – Certificate of Insurance

\_\_\_\_\_  
Exhibit C – Proposal letter dated April 26, 2021

**.4** Other documents:

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

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
ARCHITECT (Signature)

\_\_\_\_\_  
Brad Leeper, Partner

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*(Printed name and title)*

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*(Printed name, title, and license number, if applicable)*



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## ***Certification of Document's Authenticity***

### ***AIA® Document D401™ – 2003***

I, Brad Leeper, AIA, Partner, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 11:47:53 ET on 05/18/2021 under Order No. 8123653192 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B132™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

  
(Signed)

Partner  
(Title)

May 18, 2021  
(Dated)

## SCHEDULE OF HOURLY RATES

### HOURLY RATE SCHEDULE 2020-2021

<b>PARTNER</b>	<b>\$275</b>
<b>PRINCIPAL</b>	<b>\$180</b>
<b>PROJECT MANAGER</b>	<b>\$80 - \$160</b>
<b>SENIOR ARCHITECT</b>	<b>\$120 - \$160</b>
<b>ARCHITECT</b>	<b>\$90 - \$160</b>
<b>INTERN ARCHITECT</b>	<b>\$65 - \$95</b>
<b>STUDENT INTERN</b>	<b>\$55</b>
<b>INTERIOR DESIGNER</b>	<b>\$80 - \$120</b>
<b>MEDICAL PLANNER</b>	<b>\$140 - \$180</b>
<b>EDUCATION PLANNER</b>	<b>\$120 - \$160</b>
<b>STANDARDS AND MODEL CONTENT MANAGER</b>	<b>\$95 - \$130</b>
<b>SPECIFICATION WRITER</b>	<b>\$110 - \$150</b>
<b>GRAPHIC DESIGNER</b>	<b>\$105 - \$125</b>
<b>DRAFTSPERSON</b>	<b>\$70 - \$110</b>
<b>ADMINISTRATIVE</b>	<b>\$55 - \$170</b>

Services provided on an hourly basis shall be performed in accordance with the Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated annually and will be adjusted with normal review practices.



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
04/28/2021

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).

<b>PRODUCER</b> 1-800-300-0325 Holmes Murphy & Assoc - CR  201 First Street SE, Suite 700  Cedar Rapids, IA 52401  <b>INSURED</b> InVision Architecture, Ltd.  PO Box 1800  Waterloo, IA 50704-1800	<b>CONTACT</b> NAME: Paula Dixon PHONE (A/C, No, Ext): 800-527-9049 FAX (A/C, No): E-MAIL ADDRESS:  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: XL SPECIALTY INS CO</td> <td>37885</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL SPECIALTY INS CO	37885	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**
**CERTIFICATE NUMBER: 62058440**
**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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Professional Liability</b> <b>Claims Made</b>			DPR9960215	06/01/20	06/01/21	<b>Per Claim</b> 2,000,000 <b>Aggregate</b> 4,000,000

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

Name of Project: Charles City Community School, Charles City, Iowa  
 Phase I - Pre bond referendum planning associated with the high school / middle school addition and renovation.  
 Phase II - Full design services will be defined at the completion of Phase I.

**CERTIFICATE HOLDER**
**CANCELLATION**

Charles City Community School District  500 North Grand Avenue  Charles City, IA 50616  USA	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 <div style="text-align: center; margin-top: 20px;"> </div>
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ACORD 25 (2016/03)

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 MTrotterCR  
 62058440

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

04/28/2021

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).

<b>PRODUCER</b> Jester Insurance Services 303 Watson Powell Jr Way Suite 300 Des Moines IA 50309		<b>CONTACT NAME:</b> Lisa French <b>PHONE (A/C, No, Ext):</b> (515) 243-2707 <b>FAX (A/C, No):</b> (515) 243-6862 <b>E-MAIL ADDRESS:</b> lfrench@jesterinsurance.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Travelers	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 2021/22 Master COI**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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		680-8P072687-21-47	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BA-5R14965A-21-47-G	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		CUP-8P079824-21-47	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-8P072780-21-47-G	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 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: Phase I - Pre bond referendum planning associated with the high school / middle school addition and renovation. The basis of work begins with the planning that has taken place previously. Phase II - Full design services will be defined at the completion of Phase I ; Charles City Community School District is an additional insured in regards to the general liability, auto, and umbrella on a primary and non-contributory basis for ongoing and completed operations when required by written contract. The insurance company and the insured expressly agree and state that granting additional insured status on the general liability & auto policies of insurance does not waive any of the defenses of governmental immunity available to the Charles City Community School District under Iowa Code Section 670 as it now exists or may be amended from time to time.

**CERTIFICATE HOLDER****CANCELLATION**

Charles City Community School District 500 North Grand Avenue  Charles City IA 50616	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 
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## DESIGN SERVICES PROPOSAL CHARLES CITY COMMUNITY SCHOOL

April 26, 2021

Terri O'Brien  
Director of Finance  
Charles City Community Schools  
[tobrien@charles-city.k12.ia.us](mailto:tobrien@charles-city.k12.ia.us)

Terri,

We are so excited to be working with you and the Charles City Community to have a conversation about the future of school facilities. Thanks for the opportunity to work together. We have made some assumptions to get the conversation started so discussion of these is certainly needed.

### PROJECT INFORMATION

#### 1. Scope

- a. Scope of work includes pre bond referendum planning associated with the high school / middle school addition and renovation. The basis of work begins with the planning that has taken place already. The intent is to better understand specific needs, test solutions and communicate scope and cost for the eventual bond referendum. Specific projects include:
  - i. Removal and replacement of the programming associated with the round connector buildings including: music, band, orchestra, classrooms, special needs, FCS, administration, etc.
  - ii. New addition to include: secure entrance, auditorium, replacement programming noted above, where not relocated to existing space.
  - iii. Renovation of the high school including: fire alarm, air conditioning, security and systems.
    1. Deliverable would include engagement with staff, students and the community, space programming, site option tests, plan diagram and a simple rendering to convey the character of the proposal.
  - iv. Middle school work is relatively new so no work is anticipated here.
- b. Cost and schedule will be reviewed for the items noted above.
- c. Scope will be reviewed and prioritized as more detail is known.
- d. We have included 3 community meetings and 8 meetings on site for the above scope.

#### 2. Budget

- a. Budget is unknown at this time but a bond referendum in the ballpark of \$30-35M construction budget has been discussed. This is to be tested during the planning phase.
- b. We will work with the construction management team to provide option pricing.

### 3. Schedule

- a. The intent is to prepare this work for a March 2022 bond vote.
- b. We will lay out a more detailed schedule in the coming weeks. Below are high level scheduling goals.
  - i. 2021
    1. Apr: Getting organized
    2. Apr-May: Collect information
    3. May-Jun: Define needs and aspirations
    4. Jul-Sep: Identify approaches
    5. Oct-Nov: Engage input and test
  - ii. 2022
    1. Jan-Mar: Reach out to community
    2. Mar: Vote
    3. Apr: Celebrate and get organized for implementation following successful vote
    4. Apr-Fall: Design
    5. Dec: Bid
  - iii. 2023
    1. Winter: Organize/Mobilize
    2. Spring: begin construction

### 4. Construction Delivery

- a. We understand the eventual project will likely be delivered with a construction manager as agent approach with multiple bid packages.

### 5. Form of Contract

- a. Basis of contract is the AIA B132 - 2009 Standard form of agreement between owner and architect – CM as Adviser Edition. *\* Please clarify the version of the contract you prefer. The one we have implemented and run through your attorney already on another project is the 2009 version.*
- b. Significant additional changes to the contract document beyond the draft submitted may impact this proposal.

### 6. Team

- a. DISTRICT
 

We understand Bryan Jurren and Jerry Mitchell will lead the process for the district. We will pull in other key players for each project as needed to supplement the team. The District should assess if any Board involvement in the committee is needed or when we should update them periodically as a group.
- b. ARCHITECTURAL
 

INVISION staff will be brought on to support the project but Kerry Weig will be your primary contact. Laura Peterson and I will lead the planning process.
- c. BOND REFERENDUM SUPPORT
 

We understand you have engaged with Jerry Gallagher of the Donovan Group to assist during bond planning. We have worked with Jerry on many projects. We sometimes include in our scope but we assume he will work directly with the district since that relationship is in place.
- d. CONSULTANTS
 

Consultants such as mept, civil, structural landscape, planning, technology, security, sustainability, theater or other are not anticipated or included. If we find there are others that need to be brought on we can add to our team in collaboration with you at this time. Food service equipment planning could be needed eventually. We will assess that as we get into the scope more specifically. If we bring them on it would be in consultation with the district and billed as a direct reimbursable without markup.

## ARCHITECTURAL DESIGN PROPOSAL

### 7. Basic Services

- a. Pre-Bond Phase 1
  - i. The intent of the pre bond phase is to communicate need, define the scope and budget for the project so we can confidently go to the community for a vote.
  - ii. Bond planning work can vary quite a bit depending upon how deep we dive into the process. Based upon your description of outcomes and what we know at this time, we propose working hourly with a not to exceed of \$62,000. This approach ensures you only pay for the work we actually do.
- b. Full design Phase 2 – Implementation. This phase of the project will be for planning, design and construction observation up to move in.
  - i. The below fee schedule is a guide for fees associated with typical projects. The scope of the specific projects under consideration are not fully defined at this time so there are many questions for INVISION and the District as we proceed from planning to project identification and implementation. We will work closely with you to assess project complexity, characteristics, schedule, specialty consultants and services that might be required for each project.

Const \$	<\$3M	>\$3M	>\$8M	>\$15M	>\$20M	>\$30M
New Const.	Varies	7.5%	7.0%	6.5%	6.0%	Varies
Renovation	Varies	8.5%	8.0%	7.5%	7.0%	Varies

1. Design services would be a lump sum based upon percentage of an independently performed design development estimate for construction inclusive of contingencies.
2. Projects with new construction and directly related renovation work would be prorated based upon the above table and the estimated proportion of each type of work contained in the project.
3. Projects with construction costs significantly above or below the amounts shown above will be negotiated when the project scope is defined.
4. Percentages would include normal structural, mechanical and electrical engineering. Other specialty consultants can be added to the team in consultation with you if found to be necessary.
5. Applicable portions of the Phase 1 work as it relates to the final scope will be credited back to the Phase 2 project. This is many times 100% but if we decide to pursue larger scale planning not included in the final project those portions would not apply.

### 8. Supplementary Services

- a. Supplementary services outside traditional design services could include the following.
  - ii. Signage and environmental graphics – This is very common in areas like the events entrance and would likely be desirable to include.
  - iii. Furniture procurement – We often assist in competitively bidding this work out to suppliers. Furniture is not a primary driver but could be important for some spaces. We can assist in a variety of ways with this if desired.
  - iv. LEED assistance – This has not been identified as a priority at this time but we can provide these services if desired at a later date.
  - v. Commissioning – This is likely not critical for the kinds of projects we are talking about.
  - vi. We can have more detailed discussions about all of these once the scope is a bit more defined.

## 9. Reimbursable Expenses

- a. We have not included reimbursable expenses in the proposal and do not anticipate significant expense by the design team in Phase 1. These might normally include: out of state travel if required by the project, printing of milestone owner review and construction sets, plan review, inspection, testing, permit and application fees, etc. Phase 1 would likely be limited to printing of boards and materials for the community. Phase 2 would primarily include printing of construction documents plus other items noted.
- b. All reimbursable expenses would be billed without markup and will not be incurred unless without the prior written permission of the District.

If you have any questions, give me a call at the office (319.433.3813) or cell (319.239.5496). We look forward to working together. Thank you for the opportunity.

Best regards,

Brad Leeper, AIA

Partner

Copy: Lynor Koch, Laura Peterson, Kerry Weig