

AIA® Document G731™ – 2019

Change Order, Construction Manager as Adviser Edition

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|---|---|---|
| PROJECT: <i>(name and address)</i> Cedar Falls Community School District High School Pool Project | CONTRACT INFORMATION: Contract For: CMa Date: April 2, 2021 | CHANGE ORDER INFORMATION: Change Order Number: 001 Date: November 28, 2022 |
| OWNER: <i>(name and address)</i> Cedar Falls Community School District 1002 W. 1 st Street Cedar Falls, Iowa 50613 | ARCHITECT: <i>(name and address)</i> INVISION Architecture LTD. 501 Sycamore Suite 101 Waterloo, IA 50703 | CONSTRUCTION MANAGER: <i>(name and address)</i> Story Construction Co. 2810 Wakefield Circle Ames, IA 50010 |

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Add the Construction Phase Services as described in Section 3.3 Construction Phase (see attached).

The Fees will be increased in accordance with Story Construction's proposal dated May 6, 2022, (see attached).

| | |
|---|-----------------|
| 1. Fee (1.7%) of Construction Cost (estimated amount)..... | \$ 226,165.00 |
| 2. Construction Phase Personnel Expense (estimated amount)..... | \$ 395,455.00 |
| 3. Jobsite Office and Support (estimated amount)..... | \$ 30,815.00 |
| 4. Bid Package No. 5 (estimated amount)..... | \$ 411,421.00 |
| Total Change Order No. 1..... | \$ 1,063,856.00 |

| | |
|--|-----------------|
| The original estimated Contract Sum was | \$ 97,417.00 |
| The change by previously authorized Change Orders | \$ 0.00 |
| The estimated Contract Sum prior to this Change Order was | \$ 97,417.00 |
| The estimated Contract Sum will be increased by this Change Order in the amount of | \$ 1,063,856.00 |
| The new estimated Contract Sum including this Change Order will be | \$ 1,161,273.00 |

The Contract Time will be increased by Zero (0) days.

The Contractor's Work shall be substantially complete on January 26, 2024.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER AND OWNER.

Story Construction Co.
CONSTRUCTION MANAGER *(Firm name)*

SIGNATURE

Patrick L. Geary, Chief Operating Officer

PRINTED NAME AND TITLE

11/29/22

DATE:

Cedar Falls Community School District

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE:

Construction Manager's contract dated April 2, 2021, ("Original Agreement") shall be amended to include Construction Phase services as outlined below. The fees associated with these additional Construction Phase services are as outlined in this Change Order. "All other provisions in the Original Agreement shall remain unchanged by this Change Order."

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended. If the Owner and Contractor modify AIA Document A232-2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates thirty (30) days after the Owner accepts the Architect issued recommendation for Final Acceptance and final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed, and if and when necessary even when Work is not being performed, as mutually determined by the Construction Manager and the Owner.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents. Owner and Construction Manager agree that Construction Manager will provide full-time (or some other amount of time as agreed between the parties) administration at the Project site during the Construction Phase.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled. If necessary, the Construction Manager may stop the Work pending notification to Owner and Architect and decision by Owner as to a course of action, following a recommendation by the Construction Manager. The Construction Manager shall work solely for the benefit of the Owner.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and advise the Owner and Architects as to variances between the actual and budgeted or estimated costs. Said reports and forecasts shall be included in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager'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 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 Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (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.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall work to guard the Owner against defects and deficiencies in the Work during its reasonable observations and shall only accept work performed in general accordance with the Contract Documents, unless non-conforming work is expressly approved by the Owner. The Construction Manager, in consultation with the Architect, shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Owner prior to the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager 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 of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager'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 Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 In collaboration with the Architect, the Construction Manager shall establish and implement procedures for expediting the process and approval of Shop Drawings, Product Data, Samples and other submittals. The Construction Manager shall review all Shop Drawings, Product Data, Samples and other submittals from the Contractors for general compliance with the Contract Documents. The Construction Manager shall coordinate submittals with information contained in related documents and transmit to the Architect, with copies to the Owner, of those which have been approved by the Construction Manager. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require or request.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a bi-weekly basis, or as otherwise necessary due to a status change in the project schedule, etc., the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require or request.

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require or request.

§ 3.3.22 The Contractors and the Construction Manager shall maintain and make available, at the Project site, the Contract Documents, including copies of all Contracts, Drawings, Specifications, Addenda, Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25.1 Upon achievement of substantial completion, the Construction Manager shall assist the Architect in performing its responsibilities in accordance with procedures for the review and processing of applications by contractors for progress payments and final payments as the Owner's Designated Representative under Iowa law for purposes of evaluating the release of retainage.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of Iowa Code Chapter 573 claims (the equivalent of lien waivers for public projects in Iowa) or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall secure and transmit to the Architect warranties and similar submittals required by the Contract Documents for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment upon compliance with the requirements of the Contract Documents. Prior to final completion of the Project, the Construction Manager shall compile manufacturers' operations and maintenance manuals, warranties, and guarantees, and certificates, and index and bind such documents in an organized manner and provide the binder to the Owner. The Construction Manager shall also secure and transmit to the Owner required affidavits, releases, bonds and waivers and shall deliver to the Owner all keys and other information. In consultation with the Architect, the Construction Manager shall determine when the Project and the Contractor's work is finally completed, and shall provide to the Owner a written recommendation regarding payment to the Contractor and shall issue a final Project Application for payment upon compliance with the requirements of the Contract Documents. At the conclusion of the Project, the Construction Manager shall prepare and deliver to the Owner final project account and close-out reports. The Construction Manager shall collect and submit the as-built drawings to the Owner within four (4) weeks of the date of final completion. The Construction Manager shall also assist the Owner in checking all equipment and verifying that all Project systems are working properly at the end of the Project and prior to Final Completion and Acceptance.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, and Construction Manager. Consent shall not be unreasonably withheld. The Architect shall be informed of any modifications made to the Construction Manager's duties or responsibilities.

§ 3.3.29.1 The Construction Manager shall, by visits to the site and by adequate and necessary observations and inspections, required or otherwise appropriate to the stage and nature of the construction activities, exercise due diligence to safeguard the Owner from defects and deficiencies in the Work performed and materials provided by the Multiple Prime Contractors and from the Multiple Prime Contractors' failure to carry out the Work in accordance with the Contract Documents and the Project schedule. These provisions shall require a representative of the Construction Manager to be on site at all times construction is being performed on the Project. This individual shall also be available at all times, whether on site or not, by cellular phone.

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

§ 3.3.31 During the warranty and correction period following the date of Substantial Completion, the Construction Manager shall oversee, monitor, and coordinate the remedial work of the Contractors, including but not limited to, making certain that the respective contractors are notified of the extent and nature of the remedial work which needs to be done, and that such work is done in a timely and satisfactory manner.



May 6, 2022

Cedar Falls High School - Competition Pool

Our fee and costs are based on the assumption of a 8-month procurement period and 12-month construction schedule with an estimated Construction Cost of \$18.45M. The Base Fee, as a percentage of the Construction Cost, is 1.7% consistent with existing agreement. The project is anticipated to bid July 2022, run concurrently with the main high school, but complete 3 months after the high school. Labor rates reflect the future construction time frame. We reserve the right to make final adjustments to the hourly rate at the time of construction.

Reimbursable Fee Items (all items are estimates other than the Base Fee):

Base Fee: 1.7% **\$306,730**

| | | | |
|---|--------------------------|--------------------|----------------------------|
| Preconstruction Phase Personnel Expense | Hours (Estimated) | Hourly Rate | Total |
| <i>Subtotal Preconstruction Phase Personnel Expense</i> | | | <i>provided previously</i> |

| | | | |
|--|--------------------------|--------------------|------------------|
| Construction Phase Personnel Expense | Hours (Estimated) | Hourly Rate | Total |
| Project Manager | 170 | \$94 | \$15,989 |
| Project Superintendent | 2,236 | \$92 | \$204,779 |
| Project Engineer | 2,477 | \$63 | \$155,050 |
| VDC Engineer | 344 | \$75 | \$25,800 |
| Project Assistant | 220 | \$45 | \$9,826 |
| Subtotal Construction Phase Personnel Expense | | | \$395,455 |

**Personnel assumed to be part time during Procurement period

| | | | |
|--|-------------------------------|---------------------|-----------------|
| Jobsite & Office Support | Months (Estimated) | Monthly Rate | Total |
| Office Trailer | 12 | \$716 | \$8,597 |
| Jobsite Office Supplies* | 12 | \$150 | \$1,800 |
| Computers, Copiers & Fax | 12 | \$448 | \$5,373 |
| Pickup | 12 | \$896 | \$10,746 |
| Vehicle Fuel/Service* | 12 | \$358 | \$4,299 |
| Subtotal Jobsite Office & Support Expense | | | \$30,815 |

| | | | |
|--------------|--|--|------------------|
| TOTAL | | | \$733,000 |
|--------------|--|--|------------------|

*Jobsite office supplies, telephone/fax service and vehicle fuel/service to be reimbursed at direct invoice cost.