

AIA® Document B132™ – 2009

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

AGREEMENT made as of the 9th day of September in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

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

Cedar Falls Community School District
1002 West First Street
Cedar Falls, Iowa 59613
Phone: 319-553-3000

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

InVision Architecture
501 Sycamore Street, Suite 101 Waterloo, Iowa 50703
Phone: 319-233-8419

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

New Cedar Falls High School

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

Story Construction
2610 Wakefield Circle
Ames, Iowa 50010

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report*, that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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™-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

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

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

Proposed facility will be designed for 1,400 students serving 10th – 12th grades and will be approximately 295,000 square feet including a 750-seat stadium and improvements to PE Center Drive. Approximately 50 acres has been purchased west of the University of Northern Iowa's UNI Dome for this project.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Scope of work includes a new high school on approximately fifty (50) acres of District property west of the UNI Dome. The school area is anticipated to have approximately 295,000 gross square feet accommodating approximately 1,400 students in grades 10-12. Initial planning through Schematic Design includes a future natatorium and expanded stadium amenities. Scope of work is more specifically outlined in the pre-referendum planning study dated November 11, 2018. All road work and utilities to the site are assumed to be by the City of Cedar Falls and Cedar Falls Utilities at this time.

§ 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.)

- a. Building and site - \$77,163,000.
- b. Roads and utilities to the site - \$0 (by others).
- c. Stadium Phase 1 - \$5,179,000 (base bid).
- d. Stadium Phase 2 - \$5,062,000 (alternate).
- e. Existing High School Development - \$0 (not included at this time).
- f. Pool - \$8,000,000 (include Schematic Design for planning purposes).
- g. PE Center Drive - \$2,200,000 (on UNI land, but included in full design).
- h. Construction contingency - \$2,688,000 (3%) (Included in items A-G above).
- i. Total basis of services - \$89,700,000.

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Programming – October 2019
Schematic Design – January 2020
Design Development – June 2020
Contract Documents - November 2020
Bidding/Negotiations – December 2020

.2 Commencement of construction:

Spring 2021

.3 Substantial Completion date or milestone dates:

May 2024

.4 Other:

Final Completion. Unknown at this time. Will be incorporated into the contract by reference herein when established.

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:

(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

☐ One Contractor

☒ Multiple Prime Contractors

☐ Unknown at time of execution

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

(List number and type of bid/procurement packages.)

It is the intent to have multiple prime contracts as approved by the Owner.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

To be determined, if applicable.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:

(List name, address and other information.)

Andy Patee Superintendent
Cedar Falls Community School District
1002 West First Street
Cedar Falls, Iowa 50613

§ 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 information.)

Board of Directors, if requested or required by Iowa law.

§ 1.1.10 The Owner will retain the following consultants:

(List name, legal status, address and other 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:

Story Construction
2810 Wakefield Circle
Ames, Iowa 50010

- .2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

N/A

- .3 Land Surveyor:

By Owner.

- .4 Geotechnical Engineer:

By Owner.

- .5 Civil Engineer:

Provided under Architect's Basic Services.

- .6 Other consultants:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

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

Brad Leeper, Partner, AIA
INVISION Architecture
501 Sycamore Street, Suite 101
Waterloo, Iowa 50703
Office: 319.433.3813
Cellular: 319.239.5496

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

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Raker Rhodes
4717 Grand Avenue
Des Moines, Iowa 50312

.2 Mechanical Engineer:

MODUS
214 E. 4th Street
Waterloo, Iowa 50703

.3 Electrical Engineer:

MODUS
214 E. 4th Street
Waterloo, Iowa 50703

§ 1.1.12.2 Consultants retained under Additional Services:

Cost Consultant:
Story Construction
300 South Bell Avenue
Ames, Iowa 50010

Civil Engineering:
AECOM
501 Sycamore Street, Suite 101
Waterloo, Iowa 50703

Landscape Architecture:
Ritland Kuiper Landscape Architecture
501 Sycamore Street, Mezzanine A
Waterloo, Iowa 50703

Planning:
David Jakes Design
1379 Branchwood Circle #103
Naperville, Illinois 60563

Food Service Equipment:
Rippe Associates
10400 Yellow Circle Drive, #100
Minnetonka, Minnesota 55343

Aquatic Design:
Counsillman Hunsaker
10733 Sunset Office Drive, Suite 400
St. Louis, Missouri 63127

Signage and Graphics:
INVISION Architecture, LTD.
501 Sycamore Street, Suite 101
Waterloo, Iowa 50703

Theater Design:
Schuler Shook
219 Main Street SE, Suite 200
Minneapolis, Minnesota 55414

Interiors:

INVISION Architecture LTD.
501 Sycamore Street, Suite 101
Waterloo, Iowa 50703

Sustainability:

C-Wise
906 South 7th Avenue
Iowa City, Iowa 52240

Acoustic Design:

Kvernstoen, Ronnholm and Associates
4826 Chicago Avenue South, Suite 206
Minneapolis, Minnesota 55417

Audio Visual:

The Sextant Group, Inc.
3606 North 156th Street
Omaha, Nebraska 68116

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

To be determined later by mutual agreement, if required.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event the Architect shall adjust its services and, the Owner and the Architect shall adjust the schedule, and the Architect's compensation as necessary, and as mutually agreed upon by the parties.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 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 and will perform the Architect's services in a manner consistent with the interests 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™-2009, Standard Form of Agreement Between Owner and Construction Manager, 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, 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 for the duration of this Agreement. If any of the requirements set forth below exceed 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 reimburse the Architect for any additional cost.

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

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars (\$500,000), or the statutorily required amount of the State of Iowa.

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

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing 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 certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies. 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.

§ 2.6.7 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."

§ 2.6.8 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 Cedar Falls 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 Article 3 and include usual and customary structural, mechanical, electrical and civil engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, 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 the accuracy and completeness 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.

§ 3.1.2.1 Since more than one contractor will be engaged to work on the Project, Architect shall perform its responsibilities to the Owner under this Agreement as it relates to each Contractor.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's and the Construction Manager's information a schedule for the performance of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

§ 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.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

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

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall 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.

§ 3.1.9 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.

§ 3.1.10 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, and regulations 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 and additional compensation in accordance with the Additional Services provisions of this Agreement. 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.

§ 3.1.11 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.

§ 3.1.12 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 schedule, project budget and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and 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 needs, program requirements, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or 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, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner 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 Owner's approval and the Construction Manager's review. 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 modeling. 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 environmentally responsible 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 other environmentally responsible design services under Article 4.

§ 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, identify agreed upon adjustments to the Project's size, quality or budget, 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 the required 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, schedules and the budget for the Cost of the Work pursuant to Section 5.4, 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 Owner's approval and the Construction Manager's review. 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, civil, mechanical and electrical systems, and such other elements as may be appropriate. 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 and Owner, as necessary, 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 Owner's approval and the Construction Manager's review. 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 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 construct 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 into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project 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) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction 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 completion of 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 Bidding 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 competitive bids; (2) confirming responsiveness of bids; and (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 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 The Architect shall assist the Owner and Construction Manager in bidding the Project by

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

§ 3.5.2.4 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.2.5 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.

§ 3.5.2.6 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.

§ 3.5.3 Intentionally left blank

§ 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™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified and incorporated herein by reference. If the Owner and Contractor modify AIA Document A232-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, those modifications shall 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 pursuant to Article 4. To the extent of any conflict between the terms of this Agreement and the AIA Document A232-2009 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 of 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 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 Contractor's 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 the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the later of the date the Architect issues the final Certificate for 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, as a representative of the Owner, shall attend regular monthly construction meetings and shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to by Owner and Architect and/or as otherwise required in Section 4.3.3, to observe and evaluate the Work to become generally familiar with the progress and quality of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, is proceeding 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 and the Construction Manager reasonably informed about the progress and quality of the Work, and report to the Owner and Construction Manager in writing any (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work. The Architect will provide the Owner with monthly written observation reports and construction update minutes as the Project Progress

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents, 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 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 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 Contractor, Subcontractors, material and equipment suppliers, their agents or 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 Contractor through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon 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 both Owner and Contractor, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232-2009, the Architect shall render initial decisions on Claims between the Owner and Contractor 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 The Architect shall review and certify an application for payment not more frequently than monthly. 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 are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors 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 observations 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 and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to 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 material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. 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 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. 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 In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, 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, 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 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 before the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may authorize 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 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 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, 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 the Work complies with the requirements of the Contract Documents. 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 check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager and Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, 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 the Contractor, including the amount to be retained from the Contract Sum 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 Eleven (11) months after the date of Substantial Completion, the Architect shall, without additional compensation, (1) inspect the Project site, and (2) conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional 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 Additional 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.

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect	Included in Basic Services
§ 4.1.2 Multiple preliminary designs	Architect	Included in Basic Services

§ 4.1.3 Measured drawings	Not Provided	Additional Services
§ 4.1.4 Existing facilities surveys	Not Provided	Additional Services
§ 4.1.5 Site evaluation and planning (B203™–2007)	Architect	Included in Basic Services
§ 4.1.6 Building information modeling (E202™–2008)	Not Provided	Additional Services
§ 4.1.7 Civil engineering	Architect	Included in Basic Services
§ 4.1.8 Landscape design	Architect	Included in Basic Services
§ 4.1.9 Architectural interior design (B252™–2007)	Architect	Included in Basic Services
§ 4.1.10 Intentionally left blank		
§ 4.1.11 Detailed cost estimating	Not Provided	Additional Services
§ 4.1.12 On-site project representation (B207™–2008)	Not Provided	Additional Services– if services provided beyond those outlined in 3.6.2.1
§ 4.1.13 Intentionally left blank		
§ 4.1.14 As-designed record drawings (Construction Set)	Architect	Under Basic Services, the Architect will provide a set of record documents based on the Contractor's set of marked drawings upon completion of the Project.
§ 4.1.15 As-constructed record drawings (Record Set)	Not Provided	Additional Services
§ 4.1.16 Post occupancy evaluation	Not Provided	Additional Services – if services provided beyond those outlined in 3.6.6.4
§ 4.1.17 Intentionally left blank		
§ 4.1.18 Tenant-related services	Not Provided	Additional Services
§ 4.1.19 Coordination of Owner's consultants	Not Provided	Additional Services
§ 4.1.20 Telecommunications/data design	Architect	Included in Basic Services
§ 4.1.21 Security evaluation and planning (B206™–2007)	Not Provided	
§ 4.1.22 Commissioning (B211™–2007)	Not Provided	Additional Services
§ 4.1.23 Extensive environmentally responsible design	Not Provided	Additional Services
§ 4.1.24 LEED® certification (B214™–2012)	Not Provided	Additional Services
§ 4.1.25 Historic preservation (B205™–2007)	Not Provided	Additional Services
§ 4.1.26 Furniture, furnishings, and equipment design (B253™–2007)	Architect	Included in Basic Services

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

See Exhibit A "Letter of Agreement Summary".

§ 4.3 Additional Services may be provided 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 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 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 services until the Architect receives the Owner's written 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, or approvals given by the Owner, or a material change in the Project including, but not limited to, 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 Intentionally left blank;
- .3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations, 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 Intentionally left blank;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Intentionally left blank;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 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.

§ 4.3.2 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 and advise the Owner of the costs already incurred and the anticipated costs if such Additional Services continue. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Intentionally left blank;
- .4 Evaluating more than ten (10) formal Claims as the Initial Decision Maker;
- .5 Evaluating more than twenty (20) substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting 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.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor;
- .2 Two (2) visits per month to the site by the Architect over the duration of the Project during construction, excluding visits required under subsections .3 and .4 of this subparagraph 4.3.3;
- .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; and
- .5 One (1) eleven month pre-warranty walk through and inspection.

§ 4.3.4 If the services covered by this Agreement have not been completed within forty-two (42) months from the date of commencement of construction, 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 C132–2009, Standard Form of Agreement Between Owner and Construction Manager, as amended. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall consult with the Construction Manager to assist them in establishing and periodically updating an overall 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 furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager.

§ 5.4.1 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 Contractor 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.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the 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.

§ 5.6 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 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.

§ 5.7 The Owner shall furnish services of geotechnical engineers, 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 but are not limited to 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.

§ 5.8 The Owner, with 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 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 maintain professional liability insurance and other liability insurance as appropriate to the services provided.

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

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

§ 5.11 The Owner shall provide prompt written notice to the Architect 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. However, Owner shall have no obligation or responsibility to inspect the Project or Instruments of Service for defects.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

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

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

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 does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, 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 may be adjusted throughout the Project as required under Sections 5.4 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. 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 detailed cost estimating services as an Additional 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 cooperatively to conform the cost estimates to one another.

§ 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, and the Owner shall cooperate with the Architect in making such adjustments, at no additional cost to the Owner.

§ 6.5 If the 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 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
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications 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.

§ 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 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.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner, to the extent permitted by law, 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.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within ten (10) years after the date of Substantial Completion of the Work.

§ 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 A232-2009, General Conditions of the Contract for 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 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 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 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 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 Architect or Owner, as appropriate, shall include a similar mediation provision in all its agreements with contractors and consultants retained for the Project and shall require all contractors and consultants to also include a similar mediation provision in all agreements with their subcontractors and sub-consultants so retained for the Project, thereby providing for voluntary mediation as the primary method for dispute resolution between the parties to those agreements.

§ 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. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

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, except that payment may be withheld from the Architect, without penalty to the Owner for such withholding, for the Architect's substantial non-compliance or non-performance formally claimed in writing to the Architect with 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 Architect shall be paid 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 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'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.

§ 9.3 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 (180) 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 In the event of termination not the fault of the Architect, the Architect shall be compensated for services authorized and performed prior to termination, together with documented Reimbursable Expenses then due.

§ 9.7 Intentionally left blank.

§ 9.8 The termination of this Agreement shall not relieve either the Owner or the Architect of any obligation previously accrued. The following provisions of this Agreement, and any other provisions that by their terms so provide, shall specifically survive any such termination; Section 3.1.13, Article 7, Article 8, Article 10, and Article 12.

§ 9.9 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.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the 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 Black Hawk County.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2009, General Conditions of the Contract for Construction. Construction Manager as Adviser Edition, as amended or modified by the parties.

§ 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.

§ 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 fourteen (14) days prior to the requested dates of 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.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) comply with any public records requests under applicable laws and regulations.

§ 10.9 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.

§ 10.10 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 by ACH transaction only as follows:

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

1. Basic Services

- a. Design services would be a lump sum based upon the scope of the pre-referendum Work. We propose a lump sum based upon 6.47% of the Construction Manager's design development price for construction inclusive of contingencies. This includes general Architecture and interior design as well as the consultants above.
- b. Significant scope and/or budget changes if any will be mutually negotiated at the time of the change. Cost estimating will be provided by the Construction Manager.
- c. Our proposal is based on up to three bidding packages, inclusive of furniture, as part of Basic Services.

2. Optional Services

- a. POOL PLANNING – Initial planning for the natatorium would mandate the use of a pool consultant. This Work is intended to be taken through space programming and Schematic Design by the design team so we more fully understand the necessary programming and technical requirements associated with the future natatorium and its impact on Phase 1 high school.
 - i. These services add 0.14% to the Basic Services proposal if accepted.
- b. AUDIO VISUAL (building wide) – In most projects, the District manages the selection, bidding and installation of A/V systems. We understand the scope of the audio visual systems in a building of this scale are beyond the capacity of the District staff available. Audio visual consulting including needs analysis, selection of systems, bidding and oversight of installation.
 - i. Based upon initial assumptions, these services add 0.09% to the Basic Services if accepted.

§ 11.2 For Additional Services designated in Section 4.1, 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.)

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.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, 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 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 otherwise stated below:

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

Programming	Three	percent (3	%)
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Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Thirty	percent (30	%)
Bidding Phase	Five	percent (5	%)
Construction Phase (through Substantial Completion)	Twenty-five	percent (25	%)
Closeout Phase (Substantial Completion to Final Acceptance)	Two	percent (2	%)
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 is based on a percentage of the Cost of the Work 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, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest responsive, responsible bid, or (2) lump sum fee will be established based upon the Construction Manager's Design Development estimate. 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, if any, 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.)*

See Exhibit B—List of Hourly Rates.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the 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 out-of-town travel and subsistence;
- .2 Dedicated data and communication services, Project Web sites, and Extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery; and
- .6 Intentionally left blank;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants and
- .10 Site office expenses.

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 with no percentage markup.

§ 11.9 Intentionally left blank

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of Zero Dollars (\$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.

§ 11.10.2 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 receipt of the invoice shall bear interest at the rate equal to one percent (1%) annually or the rate specified by rule pursuant to Iowa Code Section 74A.2, whichever is less.

§ 11.10.3 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, has been found liable for the amounts in a binding dispute resolution proceeding, or there is a filed lawsuit or formal request for mediation pending relating to the issue for which payments are being withheld.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to 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:

§ 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 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 Owner and Architect.

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


- .1 AIA Document B132™-2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

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

Cedar Falls Community School District
OWNER (Signature)

Joyce Coil, Board President
(Printed name and title)

InVision Architecture
ARCHITECT (Signature)


(Printed name and title)

01629972

SCHEDULE OF HOURLY RATES

HOURLY RATE SCHEDULE 2019-2020

PARTNER	\$250
PRINCIPAL	\$175
PROJECT MANAGER	\$80-\$160
ARCHITECT	\$80-\$160
INTERN ARCHITECT	\$65 - \$95
STUDENT INTERN	\$55
INTERIOR DESIGNER	\$80 - \$115
MEDICAL PLANNER	\$140 - \$175
STANDARDS AND MODEL CONTENT MANAGER	\$120
SPECIFICATION WRITER	\$135 - \$150
GRAPHIC DESIGNER	\$100
DRAFTSPERSON	\$70 - \$100
ADMINISTRATIVE	\$55 - \$150

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.