

Clear Creek Amana Community School District,  
1486 Highway 6 NW, P.O. Box 487  
Oxford, Iowa 52322  
(319) 828-4510

Date Request For Proposal (RFP) Published: **08/02/22**  
**Request for Proposal (RFP) Architect**

### **NOTICE TO BIDDERS**

The Clear Creek Amana Community School District (hereinafter “District” or “Owner”) will receive sealed proposals until **4:00 p.m.** on **8/22/2022**. They will be received by Dr. Corey Seymour, Superintendent, 1486 Highway 6 NW, P.O. Box 487, Oxford, Iowa 52322, (319) 828-4510 [coreyseymour@ccaschools.org](mailto:coreyseymour@ccaschools.org).

Bidders are requested to submit a signed original and seven copies of their proposal. In addition to the attachments and other requirements of this Request for Proposal, the proposal shall contain a cover letter, an executive summary, narrative text, a price proposal, and a schematic drawing showing basic layout options for the project described in this notice using the areas depicted in Attachment H to this RFP. Price proposals shall be separate and shall include a detailed explanation of pricing procedures as well as a cost summary. Exhibit F may be used for your price proposal or a separate document may be submitted with the price proposal.

The duties required of the Architect are as specified in Attachment G hereto and by this reference made a part hereof, which is the form of the contract the Architect shall be expected to execute.

Inquiries regarding interpretation of this RFP and other questions shall be submitted in writing to Dr. Corey Seymour, Superintendent, at the above address no later than close of business this date: **8/15/2022**.

### **TIMELINE**

<b><u>8/02/2022</u></b>	RFP Issued
<b><u>8/15/2022</u></b>	Inquiry Deadline
<b><u>8/22/2022</u></b>	Proposals Due
<b><u>8/29/2022</u></b>	Presentation of final 3 candidates to community and district leadership
<b><u>9/07/2022</u></b>	Presentation of final 3 candidates to Board
<b><u>9/21/2022</u></b>	Contract Award by Board

## PART I

### **A. PURPOSE**

To hire an Architect to design, bid, and oversee construction of the Clear Creek Amana Baseball-Softball complex located south of the high school at 551 West Marengo Rd, Tiffin, Iowa (the “Construction Project”). The Construction Project will include (at a minimum): (i) one competition baseball field with minimum dimensions of 315’ left and right field and 365’ center field; (ii) one baseball practice infield with the potential to be upgraded to full competition; (iii) one competition softball field with minimum dimensions of 180’ left and right field and 240’ center field; (iv) Softball practice infield with the potential to be upgraded to full competition. Amenities would include, press box, batting cages, lighting, concession stand, restrooms, and bleachers for up to 500 spectators at each field. Future expansion of these amenities and additional storage must be considered allowing the complex to grow to meet the district’s needs, which are expected to be as follows:

- o Enrollment Change – Overall PK-12 enrollment increase forecasted to be greater than 4,000 students by 2026/27 and over 4,500 students by 2030/31
- o District increases by nearly 1,700 students (+56.6%) (Annual Range: +2.0% to +7.2% a year)
- o Elementary increases by about 700 students (+43.7%) (Annual Range: +0.6% to +6.6% a year)
- o Middle School increases by about 400 students (+71.8%) (Annual Range: +1.9% to +10.2% a year)
- o High School increases by over 500 students (+72.4%) (Annual Range: +2.0% to +8.5% a year)

The District desires that it have available the best design and technical assistance to advise the administrators and employees of the District regarding design and technical information that may be required to make decisions regarding the Construction Project and how its implementation will have a potential effect on the District’s long-term educational facilities. Because of limited knowledge, experience and administrative time, the District Board and its employees may not be capable of performing these design, technical and administrative services by themselves and therefore the District is soliciting bids for an Architect to provide planning, architectural and administrative services. The services relate to the Construction Project and may extend to other projects, at the discretion of the Board, in which the expertise and technical knowledge may be useful. Appropriate personnel of the District will be designated to oversee the work of the Architect.

The general role of the Architect will be to meet and represent the expectations and interests of the District related to its Construction Project, cost management issues, Program schedule, construction quality control and close out and warranty issues. The Architect shall communicate directly with the District and any additional consultants or professionals it may hire on all matters regarding the Project, including a Construction or Project Manager, if so employed by the District.

**B. INTRODUCTION – SCOPE - ARCHITECT’S CONTRACT RESPONSIBILITIES  
DEFINED**

1. The District is seeking architectural services to assist in the planning, construction, and management of its Construction Project. Each bidder should provide information as is appropriate to demonstrate competence in the architectural field relative to the planning, design documents, construction administration, cost management and time management of public construction projects and Iowa Competitive Bidding Law.
2. The District’s Construction Project consists of the project described above.
3. This RFP shall contain performance responsibilities and expectations of the successful bidder. However, additional responsibilities shall be outlined in the Owner/Architect Contract listed in Attachment G. If there is any inconsistency between this RFP and the Owner/Architect Contract the terms of the Owner/Architect Contract shall control.

**C. DEFINED TERMS**

Approved Construction Budget: Means the construction budget figure established by the Owner in conjunction with the Architect and any other consultants. The Approved Construction Budget shall not include equipment or other items purchased by the Owner, if said equipment will not be permanently affixed to the public improvement. The Approved Construction Budget shall also not include other costs to the Owner such as Architect’s fees, engineer’s fees, and the cost of surveys, soil, investigations, and other tests and development fees, but shall include items to be permanently affixed to the public improvement or that, when attached, become so related to particular real estate that an interest in them arise under real estate law.

Architect: Means a person who is qualified by education and experience to design structures for each Project. No person can be an architect without being licensed in the State of Iowa.

Basic Services: Means the design, bidding, construction administration and closeout of the District’s Construction Project.

Change Order: Means any change from the contract documents in Construction Project which is part of the Approved Construction Budget and which must be approved in writing by the Board prior to work being performed as a more particularly defined in the Contract Between Owner and Architect.

Construction Project: Means the Clear Creek Amana Community School District’s Athletic Fields Complex Construction Project, as described in Section A.

Contract Documents: Means all documents that form the Agreement with the Architect, including this Request for Proposal and all attachments thereto, the Architect’s Proposal, the Agreement with the Architect and all attachments and exhibits thereto.

Contractor: Means the person or entity identified as such in the construction contract for the Construction Project and is referred to throughout the Contract Documents as if singular in

number. The term “Contractor” means the Contractor or the Contractor’s authorized representative.

Owner or District: Means the Clear Creek Amana Community School District, including its authorized representative(s).

Scope of Work: Means the planning, design, bidding construction administration and closeout of the District’s Construction Project.

Timeline: Means the period of time, including authorized adjustments, allotted in the Contract Documents for each project for final completion of each project.

**D. BASIC SERVICES/RESPONSIBILITIES OF THE ARCHITECT**

The ARCHITECT, if hired, would be generally asked to perform all of the following professional services incident to the Construction Project including but not limited to:

1. Schedule-Time line (defined as: updating initial Timeline as needed and approved by the owner)
2. Planning/Programming (defined as: developing the initial plan and conceptual Specifications for the Construction Project)
3. Schematic Design with detailed cost estimate
4. Design Development with detailed cost estimate
5. Construction Documents with detailed cost estimate
6. Advise on available alternatives for construction costs, schedules, and feasibility
7. Provide cost benefit assessments to be used in selecting materials and systems
8. Bidding
10. Construction Oversight and Management
11. Contract Administration/Close Out
12. Warranty Inspections and Reviews
13. Commissioning, upon request of the District (defined as: verifying all facility systems work, such as HVAC, fire alarm, clocks, etc.)

**E. TERM**

The Architect must be available to begin service on **10/05/2022**, and shall continue to serve at the direction of the District until the District's Construction Project, or any other additional projects, for which the Architect has been assigned responsibility, are fully completed and the warranty period has concluded. The contract may be extended upon agreement of the parties. The District reserves the right to terminate the contract on seven (7) days written notice. The District also reserves the right to negotiate and contract for an extension of the Architect's services based upon a monthly or other mutually agreeable rate, which rate shall be a part of the bid proposal.

**F. ARCHITECT'S RESPONSIBILITIES FOR PRE-DESIGN SERVICES**

The Architect's Scope of Work responsibilities include, but are not limited to:

1. The Architect shall prepare financial data/information and conceptual/schematic plans and other materials, as authorized by the District, to be used in community communications about the project.
2. A representative of the Architect, selected by the Owner, will be present at reasonably scheduled meetings, as needed, with District representatives and/or the public to answer questions regarding the Construction Project.

**G. ARCHITECT'S RESPONSIBILITIES FOR DESIGN PHASE**

The Architect's responsibilities during these two stages of the Design Phase may include, but are not limited to:

1. Initial Design Stage:
  - a. Prepare Schematic Design Documents for Construction Project for the Project leading to a recommended solution together with a general description of the Project,
  - b. Prepare construction cost estimates and total project budget estimates
  - c. Prepare preliminary material and time schedules, for approval of the Owner.
  - d. Prepare Construction Budget for each project in conjunction with the Owner.
2. Final Design Stage:
  - a. Prepare from the approved Schematic Design Documents, for approval by the District, the Design Development Documents consisting of drawings

and other documents to fix and describe the size and character of the entire Project as to structural, mechanical, and electrical systems, materials, construction cost estimate, revised schedule, and such other essentials as may be appropriate

- b. Provide updated construction cost estimates.
- c. Compile and coordinate revised construction scheduling.
- d. Preparation of bid specifications and project manual in hard copy and electronic copies
- e. Assist in qualifying bidders.
- f. Develop contract documents in both electronic and hard copy for the owner
- g. Identify and solicit long lead time items.

**H. THE ARCHITECT'S RESPONSIBILITIES DURING THE BIDDING PHASE**

The Architect's responsibilities during the Bidding Phase may include, but are not limited to:

- 1. Assist in obtaining bidder participation.
- 2. Conduct pre-bid meetings at the direction of the District.
- 3. Coordinate bidding logistics.
- 4. Administer bid receipt procedures at direction of the District.
- 5. Analyze and evaluate bid proposals, including but not limited to cost implications and time implications.
- 6. Make bid award recommendations.
- 7. Assist District in resolving bid irregularities.
- 8. Update Approved Construction Budget for the Construction Project.

**I. THE ARCHITECT’S RESPONSIBILITIES DURING THE AWARD PHASE**

The Architect’s responsibilities during the Award Phase include, but are not limited to:

1. Review Contractor submittals for conformance with the Contract Documents, including but not limited to alternates, schedules, bonds, and insurance.
2. Formulate and compile schedules of values from Contractor(s) through final completion, including cleanup and punch list. Level of detail to be negotiated between the parties.
3. Compile and integrate construction schedules from Contractor(s) through final completion, including cleanup and punch list. Level of detail to be negotiated between the parties.
4. Formulate and distribute notice to proceed.
5. Conduct pre-construction meeting.
6. Clarify job site administrative procedures.

**J. THE ARCHITECTS RESPONSIBILITIES DURING THE CONSTRUCTION PHASE**

The Architect’ responsibilities during the construction phase may include, but are not necessarily limited to:

1. Develop, initiate, and fully implement the following:
  - a. Quality management plan
  - b. Scheduling process
  - c. Shop drawing submittal and approval procedures
  - d. Progress payment procedure which must include Architect and Contractor reviewing and negotiating each progress payment application at least three (3) days before construction meeting and present District with written recommendation regarding each pay request at monthly construction meetings
  - e. Communication system
  - f. Reporting and record systems
  - g. Staging and site utilization plans
  - h. Expediting plan

2. Coordinate contractor(s) activities.
3. Verify receipt of approvals from governmental entities having jurisdiction over each project.
4. Administer construction contract(s).
5. Review project schedules and schedule changes and provide written documentation stating reasons for schedule changes and any recommendations regarding such change.
6. Motivate contractor performance.
7. Maintain contract document file, written and electronic progress and project reports and written cost accounting records.
8. Review and make recommendations with respect to requests for changes in the contract including all Change Orders. Prepare Change Orders as necessary.
9. Provide construction supervision as District's representative.
10. Monitor and evaluate contractor work for compliance with the Contract Documents.
11. Determine completion schedules.
12. Coordinate record drawings.
13. Verify changed conditions and Change Orders and document extra work performed; provide written recommendation to District regarding such changes and extra work prior to performance of work by Contractor.
14. Visit and inspect the site at least weekly, or at less time as agreed upon by the District, and prepare written and photographic documentation of visits as warranted.
15. Ascertain that the Drawings, Plans and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules, policies, and regulations. If the Architect recognizes that portions of the Drawings and Specifications are at variance therewith, the Architect shall promptly notify the District, in writing, and shall take all actions necessary to ensure compliance with all applicable laws, regulations and codes.
16. Verify final completion and coordinate clean-up.
17. Assist in start-up/commissioning work, as requested.
18. Negotiate final completion and acceptance of Construction Project by District.



19. Carry out such other requirements consistent with competent and responsible construction duties and procedures or as required by the District.

**K. THE ARCHITECT'S RESPONSIBILITIES DURING THE WARRANTY / GUARANTEE PHASE**

- a. Make at least two (2) complete inspections of the work after the work has been accepted by District (i.e., one inspection at approximately eleven (11) months after acceptance and another inspection approximately twenty-two (22) months after acceptance).
- b. Provide written report of inspections.
- c. Evaluate the performance of any warranty work or correction of any defective work by contractor(s) under the terms of it/their contract(s).
- d. Assist the District in getting defective work or warranty work completed by alternative means, if not performed by contractor, at no additional cost to District.

**L. THE ARCHITECT MUST MEET WITH THE DISTRICT'S DESIGNATED PERSONNEL AT LEAST BI-WEEKLY DURING THE NON-CONSTRUCTION PHASE OF THE CONTRACT AND AT LEAST WEEKLY DURING THE CONSTRUCTION PHASE OF THE CONTRACT, UNLESS OTHERWISE AGREED TO BY THE DISTRICT AND SHALL PROVIDE ELECTRONIC AND WRITTEN REPORTS TO THE DISTRICT.**

**M. BIDDERS MAY SUBMIT VOLUNTARY ALTERNATE PROPOSALS FOR CONSIDERATION. BIDDERS MUST GIVE A COMPLETE DESCRIPTION AND GUARANTEED MAXIMUM PRICE OF THE SERVICES BEING OFFERED UNDER THE ALTERNATE.**

**N. THE DISTRICT MAY CHOOSE TO HAVE AN INTERVIEW WITH SOME OF THE PARTIES SUBMITTING PROPOSALS.**

**O. THE CONTRACT BETWEEN THE DISTRICT AND SUCCESSFUL BIDDER IS THE FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT, AT ATTACHMENT G. EVERY BIDDER AGREES TO ENTER INTO THE CONTRACT CONTAINED AT ATTACHMENT G AND AGREES TO THE TERMS AND CONDITIONS CONTAINED THEREWITH BY SUBMITTING A RESPONSE TO THIS RFP. SUCCESSFUL BIDDER WILL BE EXPECTED TO SIGN THE AGREEMENT WITH LITTLE TO NO NEGOTIATION OF TERMS. FAILURE OF THE SUCCESSFUL BIDDER TO ENTER INTO THE CONTRACT IN ATTACHMENT G MAY BE GROUNDS FOR REJECTION BY THE OWNER OF THE SELECTED ARCHITECTURAL FIRM.**

## **PART II**

### **A. INQUIRIES**

All inquiries concerning this Request for Proposal are to be directed to:

Dr. Corey Seymour, Superintendent  
Clear Creek Amana Community School District  
1486 Highway 6 NW, P.O. Box 487  
Oxford, Iowa 52322  
(319) 828-4510

### **B. PROPOSAL DUE DATE**

1. **Ten (10)** copies of the sealed proposal must be received by the Superintendent of the District not later than **4:00 p.m.** on **08/22/2022**. One should be signed and marked “Original” and the other nine may be copies.
2. Proposals must be properly identified and sealed. Late proposals will not be accepted; they will be returned unopened to the bidder.
3. Failure to provide information requested is cause for rejection, however, the District reserves the right to request additional information.

### **C. ECONOMY OF PRESENTATION**

Proposals should not contain promotional or display materials. Proposals must address the requirements as explained to aid the technical evaluation. All questions posed by the Request for Proposal must be answered concisely and clearly. Proposals that do not address each criteria may be rejected.

### **D. REJECTION OF PROPOSALS**

The District reserves the right to reject any or all proposals or parts thereof, to waive informalities and to enter into such contract or contracts as shall be deemed in the best interests of the District.

### **E. DISCLOSURE OF PROPOSAL CONTENT**

The laws of Iowa require that at the conclusion of the selection process the contents of the proposals be placed in the public domain and be open for inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal.

**F. PROPOSAL OBLIGATIONS**

The contents of the proposal submitted by the successful bidder may become part of and be incorporated by reference into the Architect's Contract.

**G. DISPOSITION OF PROPOSALS**

All proposals become the property of the District and will not be returned to the bidder.

**H. IOWA STATUTES AND DISTRICT RULES**

Iowa Code Chapter 26 requires publication of a notice and hearing on plans, specifications, form of contract and estimate of total cost for any public improvement costing one hundred thirty-nine thousand dollars (\$139,000) or more. Chapter 26 also requires that the advertisement for bids for such public improvements specifies bid security and sealed bid procedure, and requires that the contract be let to the lowest responsive, responsible bidder.

The terms and conditions of the Request for Proposal, and the resulting contracts or activities based upon this Request for Proposal shall be construed in accordance with the laws of Iowa. Wherever differences exist between federal and state statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interest of the District.

**I. SIGNATURE OF OFFEROR'S AGENT**

The proposal shall be signed by an officer of the offering firm or a designated agent empowered to bind the firm in a contract.

**J. EVALUATION AND SELECTION PROCESS**

1. During the evaluation and selection process, the District may desire the presence of a bidder's representative for the purpose of clarifying certain items in the bid, orally or in writing. Additionally, formal interviews of certain bidders may be requested.
2. If discrepancies between sections or other errors are found in a proposal, the District may reject the proposal; however, the District may, at its sole option, retain the proposal and correct any errors.
3. Evaluation of proposals will be based upon qualifications as set forth in Part I, Paragraph D, Part III, Paragraph O and Attachment A of this Request for Proposal, references, previous working experience with the District (if any), and bid amount.

**K. AWARD OF CONTRACT**

The award of the contract, if made, will be made in the best interests of the District. The resulting contract will consist of this document, the response to this document, written letters and agreements modifying or changing the same, and any final contract agreements, memorandums, and written classifications. The District may reject any or all bids or parts of any bids and in its sole discretion may waive irregularities in any bid. "The award of a contract in the best interests of the District" means that the District is not required to award the contract to the lowest money bidder, even if the bidder is financially responsible, but may award the contract to a bidder with a better service as determined by the District or who is more suitable to the District's intended purpose and whose bid is determined to be in the best interests of the District. Long range implications as well as short range implications will be considered by the District in making its decision.

**PART III**

**A. TERMINATION**

1. The District may terminate the contract resulting from this request at any time on seven (7) days written notice for convenience.
2. The District may terminate the contract in the event of non-performance by the Architect and shall provide the Architect with seven (7) days written notice.
3. The District may terminate the contract in the event of merger or acquisition of the Architect which is not approved by the District.
4. The District shall be obligated only for those services rendered and accepted before the date of notice of termination and any reimbursable expenses, less any damages that may be assessed for nonperformance.
5. With the mutual agreement of both parties, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed date before the end of the contract period without penalty to either party.
6. Notwithstanding any other provisions of the contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the state or District to appropriate funds or through discontinuance or material alteration of the Construction Project for which funds were provided, the District shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

**B. REGULATORY COMPLIANCE**

The Architect shall comply with all federal and state laws, rules, and regulations and all applicable District policies, rules, and regulations at all times.

**C. AUDIT OR EXAMINATION OF RECORDS**

1. The Architect shall agree that any authorized auditor, and where federal funds are involved, the Comptroller General of the United States or any other representative of the United States Government, shall have access to and the right to examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, and records of the Architect relation to orders, invoices, or payments of this contract.
2. All records relating to this contract shall be retained for such period of time as required by law.

**D. CHANGES**

Changes in contractual provisions or services to be furnished under the resulting contract may be made only in writing and approved by an agent of the Architect and the District.

**E. TAXES -- FEDERAL STATE AND LOCAL**

The District is exempt from federal excise taxes, and no payment will be made for any taxes levied on the Architect's charges. The District is exempt from sales and use taxes on equipment and services supplied pursuant to this contract. No sales or use taxes shall be included in any bid price.

If a bidder includes in a price any state or federal tax which may be refunded, the bidder shall furnish proof as required by law which will enable the District to obtain any refund or credit to which it is entitled. If a service or an item is to be sold free of federal tax or any other state tax, the seller shall not include such tax in the price and shall furnish all proof required by law to assure that such tax will not be imposed upon the District.

**F. CONFLICT BETWEEN TERMS**

The District reserves the right to accept or reject any exception taken by the Architect to the terms and conditions of this Request for Proposal.

**G. GRATUITIES AND CONFLICT OF INTEREST**

Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity including a District employee with the intent to influence that employee's acts, opinion, judgment, or exercise of discretion with respect to the employee's duties. Furthermore, a public official, public employee, or candidate, or that

person's immediate family member shall not, directly, or indirectly, accept or receive any gift or service of gifts from a restricted donor as provided in Iowa Code Chapter 68B.

The Architect or its affiliate/subsidiary may not be a construction or project manager, engineer, consultant, contractor, bidder, or subcontractor on the Construction Project.

**H. WAIVER OF INFORMALITIES**

The District reserves the right to waive any and all informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any bidder.

**I. INDEPENDENT CONTRACTOR**

The selected Architect will be an independent contractor and not an employee of the District. The Architect is responsible for all withholding taxes, social security, unemployment, worker's compensation, and other taxes and shall hold the District harmless for any claim for the same.

**J. CONTRACTOR PERSONNEL**

The District reserves the right to require replacement of any contractor or subcontractor personnel believed unable to carry out responsibilities, or those who exhibit unsuitability for work in a public educational environment.

**K. PAYMENT PROCEDURES**

The bid shall contain suggested procedures for payment which shall be consistent with construction payment procedures as provided in Chapter 26 and Chapter 573 of the Iowa Code.

**L. BID BOND**

The bidder shall guarantee that the bidder will enter into a contract if selected as the Architect, but no monetary bond will be required.

**M. FORM OF THE PROPOSAL - FIXED LUMP SUM FEE**

In addition to other requirements of this Request for Proposal, the proposal shall contain a cover letter, an executive summary, narrative text, references, and a fixed lump sum fee proposal. Price proposals shall be separate and shall be on the price proposal form incorporated into this RFP as Attachment F.

The amount of the fee for all the Phase I services provided by the Architect in this RFP shall be a fixed lump sum amount. Upon completion by the Architect and approval of the Owner of the Phase I work, the Architect may request and receive a sum which equals one hundred percent (100%) of the fixed lump sum fee for Phase I work. However, should the District employ the Architect for Phase II, the Architect shall provide a credit to the District in the amount of the

Phase I lump sum fee toward the Phase II lump sum fee. The amount of the fee for Phase II shall be a fixed lump sum amount and shall not be based on a percentage of Project, unless otherwise agreed to by the parties. Payments to the Architect shall be made in monthly installments based on the amount of the work completed. The payment requests should include detailed summary of work performed, the date and amount of time worked (including hourly rates, hours worked and any reimbursable costs) and the person who performed the work. In no event shall payments exceed the amount shown in the detailed cost breakdown or exceed the following amounts:

- (a) Upon completion by the Architect and approval of the Owner of the Schematic Design Phase, the Architect may request and receive a sum which does not exceed ten percent (10%) of the fixed lump sum fee.
- (b) Upon completion by the Architect and approval of the Owner of the Design Development Phase, the Architect may request and receive a sum which does not exceed twenty percent (20%) of the fixed lump sum fee. (Total-30%)
- (c) Upon completion by the Architect and approval by the Owner of the Working Drawings and Bid Documents, the Architect may request and receive a sum which does not exceed thirty-five percent (35%) of the fixed lump sum fee. (Total-65%)
- (d) Upon completion of the bidding phase, the Architect may request and receive a sum which does not exceed five percent (5%) of the fixed lump sum fee. (Total-70%)
- (e) During the construction administration phase, the Architect may request and receive a sum which does not exceed twenty percent (20%) of the fixed lump sum fee. (Total-90%)
- (f) After all certificates of completion, original record documents and other Construction Project closeout requirements as defined by the District's Technical Specifications are delivered to the District, the Architect may request and receive a sum which does not exceed five percent (5%) of the fixed lump sum fee. (Total-95%)
- (g) Upon completion of the warranty period, the Architect may request and receive a sum which does not exceed five percent (5%) of the fixed lump sum fee. At that time, the contract shall be considered as having been fully performed by the Architect except for inspections and follow-up services required. (Total-100%)

**N. INTENT OF THE REQUEST FOR PROPOSAL**

It is the intent of this Request for Proposal that the Architect's services will relate to the preconstruction design, bidding and construction administration and final acceptance administration of the District's Construction Project more specifically defined in Section B(2). However, other projects may exist or be created for which the services of the Architect may be

assigned. In such case, the District reserves the right to contract separately or by addendum to the contract for the services of the Architect for unanticipated projects.

**O. OWNER CONSIDERATIONS IN SELECTION OF ARCHITECT**

In addition to Attachment A, consideration of qualifications for an Architect include the following:

1. The successful completion of previous construction projects comparable in design and scope.
2. The recommendations of owners, contractors, and engineers for whom the Architect has provided services.
3. The demonstrated ability of the Architect to work cooperatively with owners, community groups, contractors, engineers, construction managers and others.
4. The demonstration of successful management systems for the planning, organizing, and monitoring of construction projects.
5. The general capability of the Architect and the ability to draw upon specialized expertise within the organization including, without limitation, estimators, design professionals, contractors, engineers, legal, accounting, and data processing and electronic communication.
6. The reputation of the Architect within the construction industry based on reference checks.
7. The Architect's knowledge of federal, state, and local laws and regulations regarding safety, health, equal opportunity, environmental and energy conservation, and other regulation directly affecting the projects.
8. The Architect' knowledge of and experience with Iowa Competitive Bidding Law.
9. The demonstration of a known local, physical presence by a commitment to establish and maintain a local office staffed with local personnel.
10. The answers to the background information sheets incorporated into the RFP as Attachment B-E.
11. All other information deemed to be in the best interest of the District.



## **ATTACHMENT A**

### Architect Firm Evaluation Criteria (For Information Only)

In the selection of an Architect the District will consider, among other information, the demonstrated degree of success achieved by the Architect in the following aspects:

1. Success of architectural design
2. Success of functional planning
3. Adherence to time schedules
4. Adherence to cost budgets
5. Adequacy of drawings and specifications
6. Administrative performance
7. Flexibility in the planning approach
8. Follow-through during construction
9. Follow-through after construction
10. Qualifications of lead designer
11. Educational building expertise – renovation & new
12. Past or present litigation, arbitration and/or mediation

The above are not listed in any order of priority.

**ATTACHMENT B**  
**GENERAL INFORMATION SHEET**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Name of Firm

\_\_\_\_\_  
Corporation Identification Number

\_\_\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Date Office Established

\_\_\_\_\_  
Firm's Address

\_\_\_\_\_  
Firm's Telephone #

\_\_\_\_\_  
Firm's Fax #

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
Type of Organization (Partnership, Corporation, etc.)

\_\_\_\_\_  
Name of Principal-in-Charge, Title, License Number

\_\_\_\_\_  
Name of Architect and Title

\_\_\_\_\_  
Name, Title and Telephone Number of Person to Whom Project  
Correspondence Should be Directed

\_\_\_\_\_  
Address Where Correspondence Should be Sent

1. Total number of educational projects actually completed by this Firm (may include k-12, community District or higher education).
  - a. Renovation \_\_\_\_\_
  - b. New \_\_\_\_\_
2. Total number of educational projects in progress by this office. \_\_\_\_\_
3. Total number of projects of all kinds in progress by this office. \_\_\_\_\_
4. These projects represent an approximate construction amount of \$ \_\_\_\_\_
5. List five (5) educational projects both new and renovations you feel represent your best efforts to date; and you would suggest visiting. Fill out a copy of Attachment C for each educational facility.

Engineering Associates – List two firms in each discipline you normally associate with. Rank in order of preference.

1 A. Structural Engineer

- a. Firm Name \_\_\_\_\_
- b. Lead Engineer \_\_\_\_\_
- c. Structural Reg. No. \_\_\_\_\_ Date of Reg. \_\_\_\_\_
- d. Business Address \_\_\_\_\_  
 \_\_\_\_\_ Phone \_\_\_\_\_
- e. Total number of jobs which he has been responsible for engineering services \_\_\_\_\_.
- f. Number of educational new construction/renovation. \_\_\_\_\_
- g. Remarks \_\_\_\_\_  
 \_\_\_\_\_

1 B. Structural Engineer

- a. Firm Name \_\_\_\_\_
- b. Lead Engineer \_\_\_\_\_

- c. Structural Reg. No. \_\_\_\_\_ Date of Reg. \_\_\_\_\_
- d. Business Address \_\_\_\_\_  
 \_\_\_\_\_ Phone \_\_\_\_\_
- e. Total number of jobs which it has been responsible for engineering services  
 \_\_\_\_\_.
- f. Number of educational new construction/renovations. \_\_\_\_\_
- g. Remarks \_\_\_\_\_

Attach a resume of the key individual for the 1st Ranked Firm.

2 A. Mechanical Engineering

- a. Firm Name \_\_\_\_\_
- b. Lead Engineer \_\_\_\_\_
- c. Structural Reg. No. \_\_\_\_\_ Date of Reg. \_\_\_\_\_
- d. Business Address \_\_\_\_\_  
 \_\_\_\_\_ Phone \_\_\_\_\_
- e. Total number of jobs which it has been responsible for engineering services  
 \_\_\_\_\_.
- f. Number of educational new construction/renovation. \_\_\_\_\_
- g. Remarks \_\_\_\_\_

2 B. Mechanical Engineering

- a. Firm Name \_\_\_\_\_
- b. Lead Engineer \_\_\_\_\_
- c. Structural Reg. No. \_\_\_\_\_ Date of Reg. \_\_\_\_\_
- d. Business Address \_\_\_\_\_  
 \_\_\_\_\_ Phone \_\_\_\_\_

- e. Total number of jobs which it has been responsible for engineering services \_\_\_\_\_.
- f. Number of education construction/modernizations. \_\_\_\_\_
- g. Remarks \_\_\_\_\_

Attach a resume of the key individual for the 1st Ranked Firm.

3 A. Electrical Engineer

- a. Firm Name \_\_\_\_\_
- b. Lead Engineer \_\_\_\_\_
- c. Structural Reg. No. \_\_\_\_\_ Date of Reg. \_\_\_\_\_
- d. Business Address \_\_\_\_\_  
 \_\_\_\_\_ Phone \_\_\_\_\_
- e. Total number of jobs which it has been responsible for engineering services \_\_\_\_\_.
- f. Number of educational new construction/renovations. \_\_\_\_\_
- g. Remarks \_\_\_\_\_

3 B. Electrical Engineer

- a. Firm Name \_\_\_\_\_
- b. Lead Engineer \_\_\_\_\_
- c. Structural Reg. No. \_\_\_\_\_ Date of Reg. \_\_\_\_\_
- d. Business Address \_\_\_\_\_  
 \_\_\_\_\_ Phone \_\_\_\_\_
- e. Total number of jobs which it has been responsible for engineering services \_\_\_\_\_.
- f. Number of education new construction/renovations. \_\_\_\_\_

g. Remarks \_\_\_\_\_

Attach a resume of the key individual for the 1st Ranked Firm.

4 A. Civil/Landscape

a. Firm Name \_\_\_\_\_

b. Lead Engineer \_\_\_\_\_

c. Structural Reg. No. \_\_\_\_\_ Date of Reg. \_\_\_\_\_

d. Business Address \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_

e. Total number of jobs which it has been responsible for engineering services  
\_\_\_\_\_.

f. Number of educational new construction/renovations. \_\_\_\_\_

g. Remarks \_\_\_\_\_

4 B. Civil/Landscape

a. Firm Name \_\_\_\_\_

b. Lead Engineer \_\_\_\_\_

c. Structural Reg. No. \_\_\_\_\_ Date of Reg. \_\_\_\_\_

d. Business Address \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_

e. Total number of jobs which it has been responsible for engineering services  
\_\_\_\_\_.

f. Number of education new construction/renovations. \_\_\_\_\_

g. Remarks \_\_\_\_\_

Attach a resume of the key individual for the 1st Ranked Firm.

**ATTACHMENT C**

**ARCHITECTURAL SERVICES**

CONSULTANT NAME: \_\_\_\_\_

Project Name	
Initial Construction Budget	
Final Construction Cost or Estimated Cost	
Planned Design Start Date and Completion Date	
Actual Design and Completion Date	
Construction Completion Date	
Firm's Role On Project	
Initial Dollar Amount of Construction Claims vs. Settlement Amount	
Owner/Contact Person and Telephone Number	

Provide five (5) examples of educational projects your firm has done.

**ATTACHMENT D**

**LISTING OF LAWSUITS OR LITIGATION WITHIN  
THE PAST FIVE YEARS**

Dispute, Lawsuit, Litigation

Status or Outcome

Comments



## ATTACHMENT E

### ADDITIONAL BACKGROUND INFORMATION

All questions must be answered, and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets or as part of the proposal itself.

1. When Organized \_\_\_\_\_
2. If Corporation, Where Incorporated \_\_\_\_\_
3. How many years have you been performing architectural work under present firm or trade name? \_\_\_\_\_
4. What other trade name(s) has your firm worked under in the past ten (10) years? \_\_\_\_\_
5. List all the professional liability insurance companies you have utilized in the last five (5) years? \_\_\_\_\_
6. Have you ever had claims filed against your professional liability insurance? If so, describe the circumstances and which professional liability insurance company was involved. Include the name and contact person of the owner(s). \_\_\_\_\_
7. How many change orders have you averaged per project for the last five (5) years and the collective percentage of the construction budget? \_\_\_\_\_
8. Please list all of the educational construction projects you have designed and administered in the last five (5) years, and include whether each project has been completed on time, in accordance with the projects' timeline and schedules, and if each project has been completed at or under the approved construction budget? Include the name and contact person of the owner for each project.
9. List the name, size, and contact person for all non-educational construction projects you have designed and administered in the last three (3) years.
10. List the name, size and contact person for all education construction projects you have ever designed or worked on? \_\_\_\_\_
11. Are you currently being investigated for or previously been found to have violate in the last five (5) years any of the following state or federal law: Iowa Minimum Wage Act, Iowa Non-English Speaking Employees Act, Iowa Child Labor Act, Iowa Labor Commissioner's Right to Inspect Premises, Iowa Compensation Insurance Act, Employment Security Act, Iowa Competition Act, Iowa Income, Corporate and Sales Tax Code, a 'willful' violation of the Iowa or Federal Occupational Safety and Health Act, Iowa Employee Registration Requirements, Iowa Wage Payment Collection Act, Federal Income and Corporate Tax Code, The National Labor Relations

Act, the Drug-Free Workplace Act, The Employee Retirement Insurance Security Act, The Fair Labor Standards Act? Yes\_\_\_\_\_ No\_\_\_\_\_ If yes, please explain:\_\_\_\_\_

12. Do you currently have any legal action pending which could impact your ability to perform this Work? Yes\_\_\_\_\_ No\_\_\_\_\_ If yes, please explain:\_\_\_\_\_

No actions will be made on the basis of answers to the above questions without an inquiry and an opportunity to be heard regarding the circumstances of the matters reported.

The undersigned hereby authorizes any person, firm, or corporation to furnish any credit history and financial condition, or other information required by the District in verification of the recitals comprising this statement of Background Information.

I hereby certify that the above information is true and correct to the best of my knowledge and that the District may rely on the information provided.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Date

**ATTACHMENT F**

**PRICE PROPOSAL\***

The fee for Scope of Work services to be provided under this RFP (excluding Reimbursable Expenses) is a lump sum fee of \$ \_\_\_\_\_

The fee for Reimbursable expenses for the Scope of Work services would include the following items and would be calculated as follows, with a guaranteed maximum amount of:

\_\_\_\_\_

The fee for Scope of Work services would change as follows if the District were to hire a Clerk of the Works who would provide on-site representation and would result in a reduced on-site expectation of the Architect to \_\_\_\_ days per month : \_\_\_\_\_

**\*Provide any additional information regarding your price proposal which will help the District evaluate the proposal.**

ATTACHMENT G  
FORM OF THE CONTRACT

DRAFT AIA® Document B101™ - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand

Twenty-Two

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

Clear Creek Amana Community School District

1486 Highway 6 NW

P.O. Box 487

Oxford, Iowa 52322

Phone: 319-828-4510

and the Architect:

(Name, legal status, address and other information)



for the following Project:

(Name, location and detailed description)

Clear Creek Amana Baseball-Softball complex

551 West Marengo Rd.

Tiffin, Iowa

Project will include (at a minimum): (i) one competition baseball field with minimum dimensions of 315' left and right field and 365' center field; (ii) one baseball practice infield with the potential to be upgraded to full competition; (iii) one competition softball field with minimum dimensions of 180' left and right field and 240' center field; (iv) Softball practice infield with the potential to be upgraded to full competition. Amenities would include, press box, batting cages, lighting, concession stand, restrooms, and bleachers for up to 500 spectators at each field.

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.



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

§ 1.1.1 The Owner's program for the Project:  
*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

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

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:  
*(Provide total and, if known, a line item breakdown.)*

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

- .1 Design phase milestone dates, if any:

Field Code Changed

Commence Design – on or about  
Competitive Bidding desired on or about

.2 Construction commencement date:

On or about

.3 Substantial Completion date or dates:

On or about

.4 Other milestone dates:

To be determined during Project initiation.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid for entire scope of work to single General Contractor.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
(List name, address, and other contact information.)

Clear Creek Amana Community School District  
1486 Highway 6 NW  
P.O. Box 487  
Oxford, Iowa 52322  
Phone (319) 828-4510  
Email:

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

Clear Creek Amana Community School District  
1486 Highway 6 NW  
P.O. Box 487  
Oxford, Iowa 52322  
Phone (319) 828-4510  
Email:

Field Code Changed

§ 1.1.9 The Owner shall retain the following consultants and contractors:

Shall be determined by the Owner, in consultation with the Architect. Once determined, it will be incorporated into this Agreement.

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined.

.2 Civil Engineer:

To be determined.

.3 Other, if any:

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

To be determined.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

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

Telephone Number:

Email address:

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

(List name, legal status, address, and other contact information.)

To be determined and mutually agreed upon with the Owner. Once determined, it will be incorporated into this Agreement.

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To be determined.

.2 Mechanical Engineer:

To be determined.

.3 Electrical Engineer:

To be determined.

.4 Civil Engineer:

To be determined.

Field Code Changed

§ 1.1.11.2 Consultants retained under Supplemental Services:

If necessary, it shall be determined and mutually agreed upon with Owner. Once determined, it will be incorporated into this Agreement.

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

N/A.

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

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

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

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect, as a representative of the Owner, shall perform its services consistent with the professional skill and care ordinarily provided by architects with experience in projects similar to the Project practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously and economically 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 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.

§ 2.2.2 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 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 purpose of this Agreement, \_\_\_\_\_ 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 any 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.

Field Code Changed



§ 2.4 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.

§ 2.5 The Architect shall maintain the following insurance ~~for the duration of this Agreement, until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation ~~will be provided as statutorily required, at statutory limits.~~

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$500,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) each employee, and Five Hundred Thousand Dollars (\$500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions ~~by the Architect~~ in the performance of professional services with policy limits of not less than Two Million Dollars (\$2,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) in the aggregate.

§ 2.5.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements of this Section 2.5. 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 Commercial General Liability and Automobile Liability 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 three (3) years from the date of this Agreement.

§ 2.5.8 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 not subject to the defense of governmental immunity under Iowa Code Section 670"

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§ 2.5.9 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 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.”

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

**ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES**

**§ 3.1** The Architect’s Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, ~~and electrical~~ and civil engineering services and any other engineering or consulting services necessary to produce a reasonably complete and accurate set of Construction Documents as may be applicable to the Project. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect’s services, consult with the Owner, 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 and the Owner’s consultants. The Architect shall be entitled to reasonably rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner’s consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner’s approval a schedule for the performance of the Architect’s services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner’s approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. The Owner recognizes that the conformance to the construction schedule, once agreed to by the Contractor, is the responsibility of the Contractor.

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

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

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.1.7** All documents produced by the Architect and its consultants pursuant to this Agreement shall be created with reasonable professional efforts to comply with applicable laws, statutes, ordinances, codes, rules, regulations and school district policies in effect at the time of construction document submission to building authorities. 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 direct personal supervision and the Iowa legible seal for such registrant.

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§ 3.1.8 As deemed necessary by the Architect in its professional judgment, the Architect shall review its design for compliance with applicable: (a) technical specifications, (b) building codes, (c) ADA standards, (d) approved Project construction budgets, (e) approved Project schedules, and (f) other contract obligations.

§ 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.

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

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

### § 3.2 Schematic Design Phase Services

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

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner 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. The Owner must approve any alternative design approaches offered by the Architect prior to incorporating said approaches.

§ 3.2.4 Based on the Project requirements, schedule and budget for the Cost of Work, agreed upon with the Owner, the Architect shall prepare and present, 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. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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

§ 3.2.5.2 The Architect shall consider 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 to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.2.8 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;

Field Code Changed

- .2 The Architect has provided the Owner with a written estimate of the Cost of the Work that is within the Owner's Budget for the Cost of the Work, and
- .3 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, the Architect will meet with the Owner to review the 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. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

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

- .1 The Architect has received the Owner's approval of the Design Development Documents.
- .2 The Architect has provided the Owner with an estimated bid date and a written estimate for the Cost of the Work that is within the Owner's Budget for the Cost of the Work, and
- .3 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 Schematic Design and 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. The Construction Documents shall illustrate and describe the further development of the approved Schematic and Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents and the Architect shall assist the Owner in filing the documents in the Owner's name, if necessary, or as required for the approval of government 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, the Architect with the cooperation of shall assist the Owner in the development and preparation of shall develop and prepare -(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). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include 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, Iowa Code Chapter 573 and any 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

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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 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 The Architect shall include in the Conditions of the Contract for Construction and Specifications requirements that the Contractor provide operation manuals and adequate training for the Owner in the operation and maintenance of mechanical, electrical, heating, ventilation, air conditioning and other building systems installed by the Contractor, and provide all warranty information pertaining to such systems.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining ~~either competitive bids or negotiated proposals~~; (2) confirming responsiveness of bids ~~or proposals~~; (3) ~~determining the successful bid or proposal~~ evaluating and validating the bids to determine the successful bid, if any; and, based on the above, the Architect shall make a recommendation to the Owner regarding the lowest responsive and responsible bid received; and (4) ~~awarding and~~ preparing contracts for construction after award by Owner.

#### § 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 provided the Owner and the Owner's Representative with a final estimate for the Cost of the Work that is within the Owner's Budget for the Cost of the Work; and
3. 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 in bidding the Project by:

1. ~~procuring the reproduction of Bidding Documents for distribution~~ facilitating the distribution of Bidding Documents to prospective bidders in compliance with Iowa's Procurement Laws; and to set up information on a website for Contractor's access to the Bidding Documents;
2. ~~distributing (or utilizing the services of a document reproduction company) the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining or having maintained by a document reproduction company a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;~~
3. organizing and conducting a pre-bid conference for prospective bidders;
- 4.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; ~~and,~~
- 5.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner; ~~and,~~
6. reviewing and making recommendations regarding the lowest responsive, responsible bidder(s).

§ 3.5.2.4 If the Bidding Documents permit substitutions, upon the Owner's written authorization, ~~the Architect shall, as an Additional Service,~~ consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### § 3.5.3 Negotiated Proposals

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

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

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

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

## § 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 A201™-2017, General Conditions of the Contract for Construction, as modified and incorporated herein by reference. If the Owner and Contractor modify AIA Document A201-2017, General Conditions of the Contract for Construction, those modifications shall ~~not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement, be incorporated into this Agreement, and to the extent any such modification affects the Architect's services under this Agreement, the Architect's compensation and schedule shall be adjusted pursuant to Article 4. To the extent of any conflict between the terms of this Agreement and the AIA Document A201-2007 General Conditions of the Construction Contract, the interpretation most favorable to the Owner shall control.~~

§ 3.6.1.2 The Architect shall be a representative of the Owner and shall advise and consult with the Owner during the Construction Phase Services. 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 to the extent the Architect has performed its own contractual obligations as they relate to observing and analyzing the Contractor's work for conformance with the Contract Documents. 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 Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 -Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the later of the date the Architect issues the final Certificate for Payment or the completion of the ten (10) 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 A201 General Conditions of the Construction Contract and the Work has been fully completed in accordance with the Contract Documents.

§ 3.6.1.4 The Architect shall review and answer reasonable, properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect shall consult with the Owner and they shall mutually consider such requests and the responses thereto. The Architect shall provide the Owner with a copy of all requests and responses. In no case will Architect's review period on any requests for information be more than fifteen (15) days after receipt of the request, unless otherwise agreed by all parties

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 ~~The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and~~

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to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect, as a representative of the Owner, shall attend all official construction progress meetings and visit the site while Work is in progress not less often than two (2) times per month, or as required or otherwise mutually agreed to by the parties in Section 4.3.2, to observe and evaluate the site and the Work; to become familiar with the progress and quality of the Work; and to determine whether the Work evaluated and observed is proceeding in accordance with the Contract Documents and construction schedule and whether there are defects or deficiencies in the Work evaluated and observed. On the basis of on-site observations and evaluations, the Architect shall keep the Owner informed of the progress and quality of the Work and its conformance with the Construction Documents and the construction schedule and will report to Owner known deviations from the Contract Documents and Construction Schedule. The Architect will provide the Owner with a field observation report within five (5) working days after completion of each site visit and construction update minutes from each construction meeting as the Project progresses. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. 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, suppliers, their agents or employees, or other persons or entities performing portions of the Work. 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. The Architect shall not authorize or direct any Work stoppage, removal of Work in place, or changes in any Work, except for minor issues with no impact to the Construction Schedule or Construction Budget, 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 employees 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 either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 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, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, 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 and that the systems and equipment are functioning properly and fit for the intended purposes. This shall not require or obligate the Architect to perform any on-going "commissioning" services.

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§ 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 Ten (10) 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 the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect at the time of certification.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall ~~not~~ be a representation that the Architect has confirmed that the Contractor has submitted all required data and information with its Application for Payment, but shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate 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.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment and shall stamp each such application on the date it was received by the Architect and shall forward copies of same to Owner after being signed by Architect.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall promptly review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** In accordance with the Contractor's submittal schedule, ~~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 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. ~~The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.~~ The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, subject to the standard of care and scope of services under this Agreement.

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§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor 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 may order minor changes in the Work, upon notice to the Owner, that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. For all other changes in the Work the Architect must obtain the Owner's written approval. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's review, approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct site observations and evaluations inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents; and
- .5 notify the Owner in writing when, in the Architect's opinion, construction of the Project is substantially complete, and then when finally complete, including all punch list and closeout items.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner, unless the Owner authorizes differently, 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 Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect, acting as the Owner's authorized contract representative in accordance with the requirements of Iowa Code Chapter 26, 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, if any, for final completion or correction of the Work and/or for Iowa Code Chapter 573 claims filed. The Architect shall promptly notify the Owner if the Contractor requests early release of retainage funds upon achieving Substantial Completion and shall provide to the Owner all documentation provided to the Architect by the Contractor in relation to request for early release of retainage funds to the Contractor. When Substantial Completion has been achieved, the Architect 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, if any, for final completion or correction of the Work.

§ 3.6.6.4 Before the Work is found to be finally completed by the Architect, it The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of ~~liens~~, Iowa Code Chapter 573 claims (the equivalent to mechanic's liens under Iowa law for public improvement projects) or bonds indemnifying the Owner against ~~filed claims~~ ~~liens~~; and (3) any other documentation required of the Contractor under the Contract Documents.

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

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

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

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	<del>In Basic Services</del>
§ 4.1.1.2 Multiple preliminary designs	<u>In Basic Services</u>
§ 4.1.1.3 Measured drawings	<u>Not Provided – Additional Services</u>
§ 4.1.1.4 Existing facilities surveys	<u>Not Provided – Additional Services</u>
§ 4.1.1.5 Site evaluation and planning	<u>In Basic Services</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>In Basic Services</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided – Additional Services</u>
§ 4.1.1.8 Civil engineering	<u>In Basic Services</u>
§ 4.1.1.9 Landscape design	<u>In Basic Services</u>
§ 4.1.1.10 Architectural interior design	<u>In Basic Services</u>
§ 4.1.1.11 Value analysis	<u>Not Provided – Additional Services</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided – Additional Services</u>
§ 4.1.1.13 On-site project representation	<u>Not Provided – Additional Services</u>
§ 4.1.1.14 Conformed documents for construction	<u>Not Provided – Additional Services</u>
§ 4.1.1.15 As-designed record drawings	<u>Not Provided – Additional Services</u>
§ 4.1.1.16 As-constructed record drawings <u>(Record Set)</u>	<u>Not Provided – Additional Services</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Provided – Additional Services</u>
§ 4.1.1.18 <del>Facility support services</del>	
§ 4.1.1.19 Tenant-related services	<u>Not Provided – Additional Services</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>In Basic Services</u>
§ 4.1.1.21 Telecommunications/data design	<u>In Basic Services</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not Provided – Additional Services</u>
§ 4.1.1.23 Commissioning	<u>Not Provided – Additional Services</u>

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided – Additional Services</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided – Additional Services</u>
§ 4.1.1.26 Multiple bid packages	<u>Not Provided – Additional Services</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided – Additional Services</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Not Provided – Additional Services</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not Provided – Additional Services</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not Provided – Additional Services</u>

**§ 4.1.2 Description of Supplemental Services**

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

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

See attached Scope of Services Exhibit.

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

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

Not Applicable.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect’s Additional Services**

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, except as outlined in Section 11.6.1, which shall remain a part of Basic Services, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revisions of codes, laws or regulations or by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care occur after the Instruments of Service are prepared and/or could not have

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- been known by the Architect through the exercise of a reasonable standard of care prior to the time the original Instruments of Service were prepared;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
  - .5 ~~Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~ Intentionally left blank;
  - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
  - .7 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~ Intentionally left blank;
  - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
  - .9 ~~Evaluation of the qualifications of entities providing bids or proposals;~~ Intentionally left blank;
  - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction, ~~or;~~
  - .11 ~~Assistance to the Initial Decision Maker, if other than the Architect;~~ Intentionally left blank;

If the Architect believes it is entitled to additional compensation for services the Architect believes are needed under this Section 4.2.1 or for other services requested by the Owner, the Architect shall notify the Owner in writing with reasonable promptness and (1) explain the basis of the Architect's belief that such services are outside the scope of the Basic Services and Additional Services, and (2) provide an estimate of the probable cost of such services and probable impact, if any, on the schedules. The Architect shall not provide any services for which the Architect believes it is entitled to additional compensation until the Architect receives the Owner's written authorization, which authorization shall either (i) acknowledge that the Architect is entitled to additional compensation under Section 11.3, or (ii) deny that the Architect is entitled to additional compensation and direct the Architect to proceed with the services, in which case the Architect may pursue a claim for additional compensation under Article 8. The Owner's determination that the Architect is not entitled to additional compensation for such services shall not relieve the Architect of its responsibilities under this Agreement.

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

- .1 ~~Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;~~ Intentionally left blank;
- .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;~~ Intentionally left blank;
- .3 ~~Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~
- .4 ~~Evaluating more than ten (10) formal claims an extensive number of Claims as the Initial Decision Maker; or,~~
- .5 ~~Evaluating substitutions proposed by the Owner or Contractor and m~~ Making subsequent revisions to Instruments of Service resulting ~~therefrom~~ substitutions proposed by the Owner or Contractor.

If the Architect believes it is entitled to additional compensation for services the Architect believes are needed under this Section 4.2.2 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 Architect's and Contractor's 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

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under Article 8. The Owner's determination that the Architect is not entitled to additional compensation for such services shall not relieve the Architect of its responsibilities under this Agreement.

§ 4.2.3 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 during construction, not including the visits required under subsection .3 and .4 below
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion-
- .5 At least one (1) observation of the Work to view what is visually observable after the Work has been accepted by the Owner at approximately ten (10) months after final acceptance.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than ninety (90) days after ~~(1)~~ the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, and one hundred percent (100%) occupancy permit shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If ~~the~~ all services covered by this Agreement have not been completed within one hundred twenty (120) days of the date of Substantial Completion and receipt of a final one hundred percent (100%) occupancy permits, 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 consult with the Architect to assist in establishing and periodically updating the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable construction and estimate contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work (more than ten percent (10%)), the Owner shall notify the Architect. ~~The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.~~

§ 5.3 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 as required by law, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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§ 5.5 The Owner shall furnish services of any necessary geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, 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.

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

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

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

§ 5.9 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 if the Owner becomes aware of any fault or defect in the Project, including alleged negligent errors, omissions or inconsistencies in the Architect's Instruments of Service. However, the Owner shall have no responsibility to inspect the Project or the Architect's Instruments of Service for defects.

§ 5.12 Except when district communications have been specially authorized or agreed upon by the parties, ~~The~~ Owner shall endeavor to include the Architect in all communications with the Contractor that directly relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. The Architect shall promptly provide the Owner with copies of any direct communication with the Contractor regarding any performance by the Contractor under the Construction Documents, including, but not limited to, requests for information and Change Order proposals that may affect the design or cost of the Project or may require approval or other actions by the Owner.

§ 5.13 Before executing the Contract for Construction, the Owner with the assistance of the Architect 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 Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

~~§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs,

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overhead and profit. ~~The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner.~~ The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids ~~or negotiated prices~~ will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the ~~Bidding~~Procurement Phase has not commenced within ninety (90) days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market between the date of submission of Construction Documents to the Owner and the date on which bids are sought.

§ 6.5 ~~If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments. In the preparation of construction cost estimates as required by this Agreement, it shall be the responsibility of the Architect to design the Project so that such estimates do not exceed the Owner's Budget for Cost of the Work. Whenever the Architect finds, in its opinion, that the cost of the Work will exceed the Owner's Budget for the Cost of the Work, the Architect shall immediately stop work and notify the Owner in writing including any recommendations of the Architect for changes in the size and/or quality of the Project necessary to keep the estimated Cost of the Work within the Owner's Budget for the Cost of the Work. If so directed by the Owner in writing, the Architect shall, at no cost to the Owner, revise or redraft any and all documents necessary for the construction of the Project so as to bring the estimated cost of construction within the Owner's Budget. The Owner shall cooperate with the Architect in making necessary adjustments to the Project's size and/or quality if necessary to bring the estimated Cost of the Work within the Owner's Budget for the Cost of the Work.~~

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest ~~responsive, responsible bid~~ bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding ~~or renegotiating~~ of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, ~~revise~~ oversee the revision of the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary and at no additional cost, to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3;~~

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~~otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation.~~ In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 The Architect shall make the Instruments of Service and the Construction Documents conform to this approved construction budget prior to bid opening. To this end, 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. 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 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. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

~~§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than ten (10) years after the date of Final AcceptanceSubstantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

§ 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 A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. The Architect's obligation under this Section 8.1.2 shall survive completion of Architect's services under this Agreement or termination of this Agreement.

~~§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

### § 8.2 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. 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. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

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

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

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

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

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

### ~~§ 8.3 Arbitration~~

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

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

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

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

### ~~§ 8.3.4 Consolidation or Joinder~~

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

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

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

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

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of

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performance of services under this Agreement, except that payment may be withheld from the Architect for the Architect's substantial noncompliance or nonperformance determined in accordance with the terms of this Agreement, without penalty to Owner for such withholding. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

~~§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. At any time during the term of this Agreement the Owner may terminate the Project entirely or suspend it for an indefinite period of time upon seven (7) days written notice to the Architect. If the Owner terminates or suspends the Project without cause for less than one hundred eighty (180) consecutive days, then the Architect shall be compensated for services performed prior to notice of such termination or suspension. If the Project is resumed, the Architect's fees for the remaining services and the time schedules shall be negotiated.~~

~~§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice. If the Owner suspends 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 thirty (30) days' written notice.~~

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, ~~together with documented Reimbursable Expenses incurred prior to termination, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~ The Architect shall not be entitled to any anticipated profits or consequential damages.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees: The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7. 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: Article 7, Article 8, Article 10, and Article 12.

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

.1 — Termination Fee:



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



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~~§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion. Upon mutual agreement of both parties, upon receipt and acceptance of not less than thirty (30) days written notice, the Agreement may be terminated on an agreed date before the end of the Agreement period without penalty to either party.~~

~~§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7. 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 place where the Project is located, excluding that jurisdiction's choice of law rules. Except as otherwise agreed between the parties, all legal and equitable proceedings, controversies or disputes arising from this Agreement shall be venued in the Iowa District Court for Dallas County. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

~~§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, as modified for each Project upon mutual agreement of 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, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.~~

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

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

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

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

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

~~§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively~~

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for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

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

#### ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum  
(Insert amount)

« »

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

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

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

« »

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

Hourly based on rates set forth in Paragraph 11.7.

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

Hourly based on rates set forth in Paragraph 11.7.

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

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

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Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Thirty-five	percent (	35	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase (through Substantial Completion)	Twenty	percent (	20	%)
Closeout (Substantial Completion through Final Acceptance)	Five	percent (	5	%)
Warranty Phase	Five	percent (	5	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.5.1 For the purposes of this Article 11 only, construction contract Change Orders shall be divided into two (2) groups: (1) Change Orders resulting solely from change in Project Scope (hereinafter called "Scope Change Orders"); and (2) all other Change Orders (hereinafter called "Other Change Orders"). Concerning additional fees for services pertaining to construction contract Change Orders, the Architect shall receive additional fees only for services pertaining to Scope Change Orders. Under no circumstances shall the Architect receive any additional fees for any work pertaining to Other Change Orders. Architect fees permitted by this Section 11.5.1 shall be negotiated.

§ 11.5.2 The Architect shall not receive any additional fee for redesign and rebidding work if rebidding is required pursuant to Section 6.6.4.

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

§ 11.6.1 When ~~compensation is on a percentage basis and~~ any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on 1) the lowest responsive, responsible bid or 2) if no such bid is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

Employee or Category	Rate (\$0.00)

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Owner approved Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; Intentionally left blank.
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Owner requested Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;

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- .6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; Intentionally left blank.~~
- .7 Renderings, physical models, mock-ups, ~~professional photography,~~ and presentation materials requested by the Owner or required for the Project;
- .8 ~~If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants; Intentionally left blank.~~
- .9 ~~All taxes levied on professional services and on reimbursable expenses; Intentionally left blank.~~
- .10 ~~Site office expenses; Intentionally left blank.~~
- .11 ~~Registration fees and any other Fees~~ charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures approved by Owner.

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 markup, plus  $\langle \rangle$  percent ( $\langle \rangle$ %) of the expenses incurred.~~

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Architect shall notify the Owner and the Owner shall elect whether to require the additional insurance. If the Owner elects to require the additional insurance coverage, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:  
*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

At the actual cost of the additional coverage.

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 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.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars (\$0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be ~~reimbursed to the Architect by the Owner~~ credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate equal to one percent (1%) annually or the rate specified in Iowa Code Section 74A.2, whichever is less, entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

$\langle \rangle$  %  $\langle \rangle$

~~§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~

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

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

§ 11.10.2.4 The Owner and/or its auditors and agents shall, upon reasonable prior notice and during customary business hours, be entitled to audit, inspect, examine, and reproduce (“Audit”) all of the Architect’s non-confidential (as defined by law), information materials, records or data relating to the Project. Such Records shall also include information, materials, records or data necessary to evaluate and verify direct and indirect costs (including, but not limited to, overhead allocations) as they may apply to costs associated with this Agreement. In those situations where the Architect’s Records have been generated from computerized data, the Architect agrees to and shall provide the Owner with extracts of data files in computer readable format on disks or suitable alternative computer exchange formats.

§ 11.10.2.5 The Architect shall preserve the Records for a period of twelve (12) 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 twelve (12) year period then the Architect shall retain all such Records until the Claim has been resolved.

§ 11.10.2.6 The Architect shall require all entities to whom it made payments for services provided under this Agreement to comply with the provisions of Section 11.10.2.2 – 11.10.2.5 by insertion of the requirements contained in such section in any written agreement between the Architect and such entity.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 The Architect agrees to the fullest extent permitted by law, to indemnify and hold harmless the Owner including its officers, director, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys’ fees and defense costs, or costs of any nature whatsoever to the extent caused by the Architect’s negligent error or omission in the performance of professional services required under this Agreement, 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 officers, directors, shareholders, employees, agents, subconsultants, affiliated companies or anyone for whom the Architect is legally liable.

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§ 12.2 If litigation is instituted in connection with any controversy 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.

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§ 12.3 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 by signing this Agreement that its services provided under this Contract comply with Iowa Code 692A.113.

#### ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

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~~.2~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203 2013 incorporated into this agreement.)

~~.3~~ Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204 2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

~~.24~~ Other documents:  
(List other documents, if any, forming part of the Agreement.)

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

Clear Creek Community School District

OWNER (Signature)

Kara Prickett, Board President

(Printed name and title)

ARCHITECT (Signature)

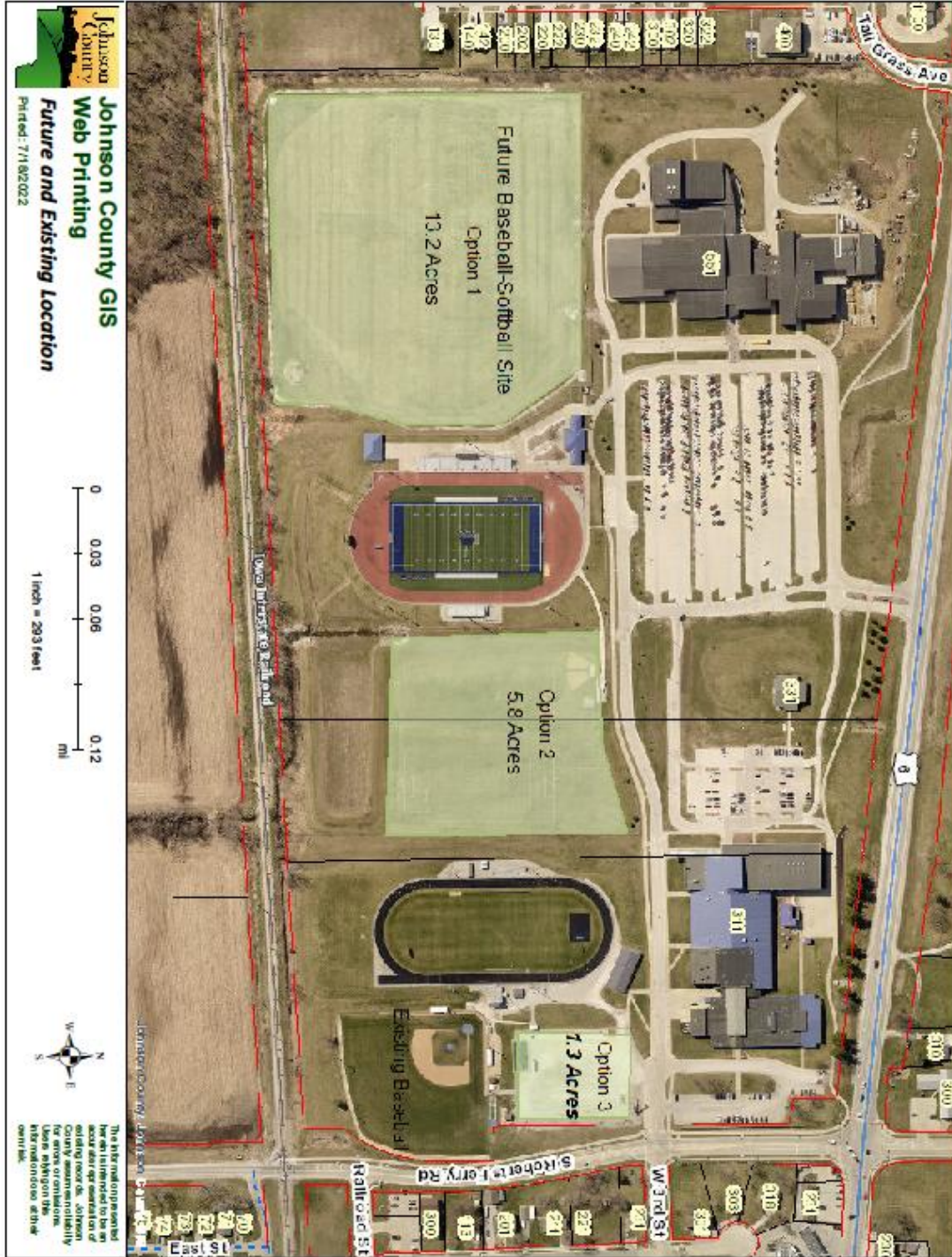
(Printed name, title, and license number, if required)

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# ATTACHMENT H

## DEPICTION OF PROJECT PROPERTY



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