

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING**

<https://www.youtube.com/EngageCRschools/>

Once in YouTube, click the appropriate LIVE video for audio access to the meeting.
Public Participation is available by preregistering @ [BOE 10.12.20](#)
by 12:00 PM on October 12, 2020.

The public **may also submit their comments by 12:00 PM on October 12, 2020** to:
Lday@crschools.us

Monday, October 12, 2020 @ 5:30 PM

A G E N D A

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ADJOURNMENT - (President Nancy Humbles)

AGENDA

CALL TO ORDER – President Nancy Humbles

APPROVAL OF AGENDA – President Nancy Humbles

“I move that the agenda of Monday, October 12, 2020 Board of Education Meeting be approved as set forth, and that each item is considered ready for discussion and/or action.”

MOTION/2ND/ROLL CALL

PUBLIC HEARING

BA-21-102 Public Hearing – Cedar Rapids Community School District – Instructional Time Reporting in Hours vs. Days for the 2021-2022 School Year (Noreen Bush)

Information Item

Pertinent Fact(s):

1. Pursuant to Iowa Code 256.7(19), a Public Hearing must be held at a School Board Meeting for the purpose of receiving any objections to the District’s responsibility to report either instructional time in either hours or days.
2. All school districts are required to report instructional time to the Iowa Department of Education. A district that reports in days must include 180 days of instruction and a district that reports in hours must include 1080 hours of instruction.
3. Reporting in hours allows flexibility if it becomes necessary to make up lost instructional time because there are no minimum or maximum day lengths required. This permits instruction to be made up closer to the point in time in which it is lost. Reporting in hours also allows districts to stay closely aligned to the published school year end date.
4. After the Board’s consideration or any written and/or oral objections presented, the recommended Board action is to give final approval to the administration’s recommendation to report instructional time in hours for the 2021-2022 School Year.

Board Meeting: Monday, October 12, 2020

PUBLIC HEARING

BA-21-103 Public Hearing- Issuance of Not to exceed \$45,000,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds (David Nicholson)

Information Item

Pertinent Fact(s):

1. At the September 28, 2020 Board Meeting, the Board approved moving forward with setting a Public Hearing for the issuance of School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds not to exceed \$45,000,000. These bonds would replace the 2015 Sales tax bonds.
2. The Board set the Public Hearing for October 12, 2020 pursuant to the provisions of Chapters 423E and 423F of the Code of Iowa, which requires the District to hold a Public Hearing for all new and refinancing of existing debt.
3. Pursuant to the notice published in The Cedar Rapids Gazette, a hearing must be held at 5:30 p.m. on October 12, 2020 for the purpose of receiving public comment for or against the issuance of refunding obligations payable from school infrastructure sales, services and use tax revenue refunding bonds.

PUBLIC HEARING

**BA-21-104 Public Hearing - Consider Participating in the Instructional Support Program (ISL)
(Dave Nicholson)**

Information Item

Pertinent Fact(s):

1. The Board received information at the September 14, 2020 Board Meeting regarding the use of the existing Instructional Support Program and the need to renew beginning in Fiscal Year 2022. The current Board-approved five-year Instructional Support Program is set at the legal maximum 10% of regular program cost and allows the use of income surtax as a funding stream in addition to the required local property tax and (potential) ISL State Aid funding streams.
2. Highlights of the Resolution include:
 - I. Board approved Instructional Support Program: Duration 5 years – FY’s 2022-2026
 - II. The additional funding for the Instructional Support Program for a budget year shall be determined annually and shall not exceed ten percent (10%) of the total regular program district cost for the budget year.
 - III. Moneys received by the District for the Instructional Support Program may be used for any general fund purpose.
 - IV. Instructional Support Program shall be funded by instructional support state aid (potentially) and a combination instructional support property tax and income surtax.
 - V. The Board Secretary is authorized and directed to give notice and schedule a Public Hearing on this issue at the October 12, 2020 Board meeting.
3. On September 28, 2020, the Board took action to approve the scheduling of this ISL Public Hearing.

SUPERINTENDENT'S REPORT / BOARD REPORTS (Superintendent Bush/ Board of Directors)

COMMUNICATIONS, DELEGATIONS, AND PETITIONS (President Nancy Humbles)

CONSENT AGENDA

BA-21-000/05 Minutes - Regular Meeting/Work Session on Monday, September 28, 2020 (Laurel Day)

Exhibit: <http://www.cr.k12.ia.us/our-district/board-of-education/>

Action Item

Pertinent Fact(s):

It is the responsibility of the Board Secretary to keep the minutes of Board of Directors meetings as required by Iowa Code §§ 21.3 and Board Regulation 202.10. The minutes will be available for public inspection within two weeks of the Board meeting and forwarded to the appropriate newspaper for publication.

Recommendation:

It is recommended that the Board of Education approve the Minutes from the Regular Meeting/Work Session held on Monday, September 28, 2020.

Board Meeting: Monday, October 12, 2020

CONSENT AGENDA

BA-21-008/05 Open Enrollment - Denial 2020-2021 School Year (John Rice)

Exhibit: BA-21-008/05.1

Action Item

Pertinent Fact(s):

1. Section 256.7(5), Chapter 17, of the Iowa Code "Open Enrollment," allows parents/guardian to enroll their children/child in a school district other than the resident district of the custodial parent/guardian. In order for parents/guardians to exercise this option, their request must be submitted by March 1 of the year preceding open enrollment. For kindergarten children the deadline for submitting an application for open enrollment is September 1 of the current school year.
2. Applications filed after the deadline will not be approved unless the reason for late filing qualifies for "good cause"; "good cause" means a change in the status of a child's resident district for any of the following reasons:
 - A. Family moved to a new district of residence
 - B. Change in the marital status of the student's parents resulting in new resident district
 - C. Placement of the student into foster care resulting in new resident district
 - D. Adoption resulting in new resident district
 - E. Participation in a foreign exchange program
 - F. Participation in a substance abuse or mental health treatment program resulting in new resident district
 - G. Failure of negotiations for reorganization or rejection of proposed reorganization plan*
 - H. Failure of negotiations for whole grade sharing or rejection of whole grade sharing agreement*
 - I. Loss of accreditation or revocation of a charter school contract*

*If "good cause" is related to change in status of child's resident district, the open enrollment request must be filed within **45** days of last board action or within **30** days of certification of an election, whichever is applicable.

3. Request may be denied if:
 - A. The student has been suspended or expelled by a district and has not been reinstated as a student in that district
 - B. Insufficient classroom space exists
 - C. Minority/non-minority pupil ratios would be adversely affected
 - D. An appropriate instructional program is not available
 - E. The applicant missed the prescribed deadline and the request does not qualify for "good cause"
4. If the denial is based on a desegregation plan and/or any other reasons, it may be appealed to the Linn County District Court and cannot be appealed to the State Board of Education. An appeal must be postmarked within 30 days of the Board decision.

Recommendation:

It is recommended that the Board of Education approve the Open Enrollment-Denial of the student(s) commencing with the 2020-2021 School Year.

Board Meeting: Monday, October 12, 2020

**OPEN ENROLLMENT DENIALS
2020-2021 SCHOOL YEAR**

EXIT Denial

<u>Parent</u>	<u>Student</u>	<u>Grade</u>	<u>Resident District</u>	<u>Requested District</u>
S. Musser & J. Fritz	M. Musser	0	Cedar Rapids Community School District	Mt. Vernon Community School District

Reason: Application filed late

**TOTALS: 1 Marion Independent
1 Mt. Vernon**

CONSENT AGENDA

BA-21-009/05 Personnel Report (Linda Noggle)

Exhibit: BA-21-009/05.1-5

Action Item Roll Call

Recommendation:

It is recommended that the Board of Education approve the Personnel Report.

BA-21-009/05 Personnel Report (Linda Noggle)

APPOINTMENTS - SALARIED STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Bouzek, Roger	\$3,616.00	WM Basketball MS Harding	20-21 School Year
Malcolm, Judd	\$3,616.00	WM Basketball MS McKinley	20-21 School Year
Nelson, Megan	\$45,850.00	4th Grade Viola Gibson	9/28/2020
Sloma, Joseph	\$2,893.00	Literary Magazine Washington	9/29/2020

DEATH - SALARIED STAFF

<u>Name</u>	<u>Assignment</u>	<u>Effective Date</u>
Cervený, Virgil	MN & WM Bowling Jefferson	10/4/2020

APPOINTMENTS - HOURLY STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Brunssen, Skylar	\$18.71	Bus Driver ELSC	9/28/2020
Burkle, Donna	\$15.12	Health Secretary Franklin	10/5/2020
Farquharson, Latasha	\$14.34	Paraprofessional Truman	10/5/2020
Laird, Kristin	\$18.71	Bus Driver ELSC	9/28/2020
Lehew, Candice	\$12.15	Crossing Guard Garfield	10/5/2020
Mason, Sydney	\$14.14	Paraprofessional Taylor	10/12/2020

O'Donnell, Amanda	\$12.45	Paraprofessional Arthur	10/5/2020
Ramsey, Rachelle	\$13.56	Paraprofessional Hiawatha	9/28/2020
Rasmussen, Emmett	\$14.18	Bus Attendant ELSC	10/5/2020
Ventura, Margaret	\$18.71	Bus Driver ELSC	10/5/2020
Waddilove, Nanette	\$16.99	Van Driver Polk	10/01/2020

GRANTING LEAVES OF ABSENCE - HOURLY STAFF

<u>Name</u>	<u>Type of Leave</u>	<u>Assignment</u>	<u>Effective Date</u>
Burhite, Brittani	Personal	Van Driver ELSC	9/28/2020
Cutter, Jennifer	Personal	Paraprofessional Jackson	9/15/2020
Spring, Mary (rev. from 8/31/2020)	Personal	Paraprofessional Hoover	8/21/2020- 10/11/2020

CHANGE OF GRADE / POSITION - HOURLY STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Benedict-Barblian, Mike	\$20.74	Engineer, HS, 2nd shift Kennedy	10/5/2020
Coffman, Nancy	\$14.71	Attendance Secretary Jefferson	10/26/2020
Eckelberry, Blake	\$31.52	Network Specialist ELSC	10/1/2020
Manirumva, Lewi	\$12.15	Crossing Guard Hoover	9/28/2020
Manirumva, Lewi	\$14.14	Paraprofessional Hoover	9/28/2020

White, Bridget	\$14.14	Paraprofessional Garfield	9/28/2020
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RESIGNATIONS - HOURLY STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Andrews, Stephanie	Personal	Cashier Arthur	9/25/2020
Baier, Hannah	Personal	Paraprofessional Taft	9/28/2020
Bates, Denise	Personal	Bus Attendant ELSC	9/22/2020
Behel, Tami	Personal	Bus Attendant ELSC	9/20/2020
Clair, Jason	Personal	Bus Driver ELSC	9/14/2020
Dighton, Kathy	Personal	Bus Driver ELSC	9/28/2020
Dunahugh, Julie	Personal	Health Secretary Wilson	9/15/2020
Felter, Victoria	Personal	Bus Attendant ELSC	9/25/2020
Fitzgerald, Susan	Personal	Bus Attendant ELSC	9/24/2020
Hallam, Chris	Personal	Paraprofessional Jefferson	10/5/2020
Holloway, Annalicia	Personal	Child Care 5 Season's/Coolidge	10/8/2020
Julson, Angela	Personal	Food Service Asst. Nixon	9/25/2020

Karsten, Holly	Personal	Paraprofessional Jefferson	9/30/2020
Miller, Nikitia	Personal	Child Care 5 Season's/Coolidge	9/30/2020
Morgan, Sharlene	Personal	Bus Attendant ELSC	10/2/2020
Ramsey, Rachelle	Personal	Paraprofessional Hiawatha	10/8/2020
Sacquitne, Kathy	Personal	Child Care Collins Aerospace	9/21/2020
Smith, Carrie	Personal	Bus Attendant ELSC	9/24/2020
Steggall, Kathi	Personal	Food Service Asst. Roosevelt	10/5/2020
Stephenson, Julie	Personal	Food Service Asst. Hiawatha	10/2/2020
Stephenson, Katelyn	Personal	Bus Attendant ELSC	9/28/2020
Vondracek, Darcy	Personal	Secondary Baker Franklin	10/16/2020
Weiland, Samuel	Personal	Paraprofessional Van Buren	10/29/2020
Westcott, Ruth	Personal	Bus Attendant ELSC	9/25/2020
Wise, Timothy	Personal	Bus Attendant ELSC	9/29/2020
Wolfe, Barbara	Personal	Bus Attendant ELSC	9/25/2020

RETIREMENTS - HOURLY STAFF

<u>Name</u>	<u>Assignment</u>	<u>Effective Date</u>
Hornback, Martha	Paraprofessional Franklin	10/30/2020
McKune, Mary	Cashier Taylor	1/4/2021
Verbick, Janet	Engineer ELSC	11/30/2020

CONSENT AGENDA

BA-21-105 **Agreement - Cedar Rapids Community School District and Area Substance Abuse Council (ASAC) - Title 1 Service - 2020-2021 School Year (Eric Christenson)**

Exhibit: BA-21-105.1-2

Action Item:

Pertinent Fact(s):

The purpose of the Agreement is to provide Title I instructional services with a CRCSD teacher to operate the Title I, Part D, Subpart 2 instructional program at ASAC.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and the Area Substance Abuse Council, Title I, Part D, Subpart 2 Purchase of Service Agreement for 2020-2021 School Year.

PURCHASE OF SERVICE AGREEMENT
Cedar Rapids Community School District
Area Substance Abuse Council
2020-2021

Whereas, the CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and Area Substance Abuse Council, hereinafter referred to as ASAC, a neglected youth facility, agree to coordinate and support a PL 107-110 Title I, Part D, Subpart 2 program within the neglected facility.

PURSUANT to Chapter 28E, CODE OF IOWA, permitting a local school district to enter into cooperative agreements with other public agencies,

NOW THEREFORE IT IS UNDERSTOOD AS FOLLOWS:

1. The purpose of the Agreement shall be to coordinate educational services provided at ASAC in order to operate the Title I, Part D, Subpart 2 instructional programming described in #6 and #7 below at ASAC.
2. The term of this Agreement shall be for the 2020-2021 school year (Fiscal Year July 1, 2020 – June 30, 2021).
3. The DISTRICT will act as the fiscal agent and program monitor of the Title I program identified below.
4. The DISTRICT shall evaluate the program, and where the number of students is sufficient, disaggregate data on participation by gender, race, ethnicity, and age, to determine the program's impact on the ability of participants –
 - To maintain and improve educational achievement;
 - To accrue school credits that meet State requirements for grade promotion and secondary school graduation;
 - To make the transition to a regular program or other education program operated by a local educational agency;
 - To complete secondary school (or secondary school equivalency requirements) and obtain employment after leaving the correctional facility or institution for neglected children and youth; and
 - As appropriate, to participate in post-secondary education and job training programs.The result of this evaluation shall be used to plan and improve subsequent programs for participating children and youth.
5. The DISTRICT agrees to:
 - Collect from the Iowa Department of Public Instruction funds allocated for the operation of this project;
 - Employ staff members necessary for this agreement as CRCSO employees.
 - The Title I allocation from the Iowa Department of Education shall be used to offset the District's costs for certified teacher(s) providing Title I services and shall not exceed the Title I allocation of SIXTEEN THOUSAND EIGHT HUNDRED FIFTY-SIX DOLLARS (\$16,856).
6. ASAC agrees to provide assurances and documentation, upon request, that the Title I, Part D, Subpart 2 funds are being used in one or more the following ways:
 - For programs that serve children and youth returning to local schools from correctional facilities, to assist in the transition of such children and youth to the school environment and help them remain in school in order to complete their education;
 - For dropout prevention programs which serve at-risk children and youth, including pregnant and parenting teens, children and youth you have come in contact with the juvenile justice system, children and youth at least one year behind in expected grade level, migrant youth, immigrant youth, students with limited English proficiency, and gang members;
 - For the coordination of health and social services for such individuals if there is a likelihood that the provision of such services, including day care, drug and alcohol counseling, and mental health service, will improve the likelihood such individuals will complete their education;
 - For special programs to meet the unique academic needs of participating children and youth, including vocational and technical education, special education, career counseling, curriculum-based youth entrepreneurship education, and assistance in securing student loans or grants for postsecondary education; and

7. ASAC agrees to provides assurances and documentation, upon request, that the following areas are being made available, when and where applicable, to neglected residents at the facility:
- Transition planning
 - Coordination of social, health, and other services
 - Business partnerships
 - Coordination with federal, state and local programs
 - Coordination with juvenile justice programs
 - Work with probation officers
 - Alternative placements
8. ASAC agrees to:
- a. Conduct the supervisory and administrative tasks needed to accomplish the goals of the agreement
 - b. Ensure completion of project activities
 - c. Complete the project evaluation activities
 - d. Maintain and submit records and reports as required by the Title I staff of the Iowa Department of Education
9. A separate legal or administrative entity is not intended to be created by this Agreement.
10. The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. The Contact Persons are as follows:

Eric Christenson Executive Director, PK-5 Cedar Rapids Community School District 2500 Edgewood Road NW Cedar Rapids IA 52405	Jeannette Archer-Simons Executive Director Area Substance Abuse Council 3601 16th Avenue SW Cedar Rapids, IA 52404
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CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Area Substance Abuse Council

By: _____
Board Secretary

By: 

Date: _____

Date: 9/23/2020

CONSENT AGENDA

BA-21-106 **Agreement - Cedar Rapids Community School District and Four Oaks - Family & Children's Services - STOP Program - Title 1 Service - 2020-2021 School Year (Eric Christenson)**

Exhibit: BA-21-106.1-2

Action Item:

Pertinent Fact(s):

The purpose of the Agreement is to provide Title I instructional support with a CRCSD teacher to operate the Title I, Part D, Subpart 2 instructional program at FOUR OAKS-STOP.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Four Oaks - Family & Children's Services - STOP Program - Title I, Part D, Subpart 2 Purchase of Service Agreement for 2020-2021 School Year.

PURCHASE OF SERVICE AGREEMENT
Cedar Rapids Community School District
Four Oaks - Bertram
2020-2021

Whereas, the CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and Four Oaks, hereinafter referred to as FOUR OAKS-Bertram, a delinquent youth facility, agree to coordinate and support a PL 107-110 Title I, Part D, Subpart 2 program within the delinquent facility.

PURSUANT to Chapter 28E, CODE OF IOWA, permitting a local school district to enter into cooperative agreements with other public agencies,

NOW THEREFORE IT IS UNDERSTOOD AS FOLLOWS:

1. The purpose of the Agreement shall be to define instructional services from FOUR OAKS-Bertram in order to operate the Title I, Part D, Subpart 2 instructional programming described in #6 and #7 below at FOUR OAKS-Bertram.
2. The term of this Agreement shall be for the 2020-2021 school year (Fiscal Year July 1, 2020 – June 30, 2021).
3. The DISTRICT will act as the fiscal agent and program monitor of the Title I program identified below.
4. The DISTRICT shall evaluate the program, and where the number of students is sufficient, disaggregating data on participation by gender, race, ethnicity, and age, to determine the program's impact on the ability of participants –
 - To maintain and improve educational achievement;
 - To accrue school credits that meet State requirements for grade promotion and secondary school graduation;
 - To make the transition to a regular program or other education program operated by a local educational agency;
 - To complete secondary school (or secondary school equivalency requirements) and obtain employment after leaving the correctional facility or institution for neglected children and youth; and
 - As appropriate, to participate in post-secondary education and job training programs.The result of this evaluation shall be used to plan and improve subsequent programs for participating children and youth.
5. The DISTRICT agrees to:
 - Provide a certified teacher (1.0FTE) for the general education classroom whose primary duties will be to provide Title I services as well as general education classroom support;
 - The Title I allocation from the Iowa Department of Education shall be used to off-set the costs of the certified teacher providing Title I services and shall not exceed the Title I allocation of FORTY-SEVEN THOUSAND ONE HUNDRED FIFTY-FIVE DOLLARS (\$47,155.00);
 - The District shall subsidize, with general district funding, the remaining payroll costs for the general education teacher.
6. FOUR OAKS-Bertram agrees to provide assurances and documentation, upon request, that the Title I, Part D, Subpart 2 funds are being used in one or more the following ways:
 - For programs that serve children and youth returning to local schools from correctional facilities, to assist in the transition of such children and youth to the school environment and help them remain in school in order to complete their education;
 - For dropout prevention programs which serve at-risk children and youth, including pregnant and parenting teens, children and youth you have come in contact with the juvenile justice system, children and youth at least one year behind in expected grade level, migrant youth, immigrant youth, students with limited English proficiency, and gang members;
 - For the coordination of health and social services for such individuals if there is a likelihood that the provision of such services, including day care, drug and alcohol counseling, and mental health service, will improve the likelihood such individuals will complete their education;

- For special programs to meet the unique academic needs of participating children and youth, including vocational and technical education, special education, career counseling, curriculum-based youth entrepreneurship education, and assistance in securing student loans or grants for postsecondary education; and
 - For programs providing mentoring and peer mediation.
7. FOUR OAKS-Bertram agrees to provide assurances and documentation, upon request, that the following areas are being made available, when and where applicable, to neglected residents at the facility:
- Transition planning
 - Coordination of social, health, and other services
 - Business partnerships
 - Parental involvement
 - Coordination with federal, state and local programs
 - Coordination with juvenile justice programs
 - Work with probation officers
 - Individualized education programs
 - Alternative placements
8. FOUR OAKS-Bertram agrees to:
- a. Conduct the supervisory and administrative tasks outlined in items 6 and 7 (above) needed to accomplish the goals of the agreement
 - b. Ensure completion of project activities
 - c. Complete the project evaluation activities
 - d. Maintain and submit records and reports as required by the Title I staff of the Iowa Department of Education
9. A separate legal or administrative entity is not intended to be created by this Agreement.
10. The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. The Contact Persons are as follows:

Eric Christenson Executive Director, PK-5 Cedar Rapids Community School District 2500 Edgewood Road NW Cedar Rapids IA 52405	Anne Gruenewald President & CEO Four Oaks 5400 Kirkwood Blvd SW Cedar Rapids, IA 52404
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CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Four Oaks

By: _____
Board Secretary

By:  _____

Date: _____

Date: 10.1.20

CONSENT AGENDA

BA-21-107 Agreement – Cedar Rapids Community School District and Tanager Place - Title 1 Service – 2020-2021 School Year (Eric Christenson)

Exhibit: BA-21-107.1-2

Action Item:

Pertinent Fact(s):

The purpose of the Agreement is to purchase instructional services from Tanager Place to operate the Title I, Part D, Subpart 2 instructional program at Tanager Place.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Tanager Place, Title I, Part D, Subpart 2 Purchase of Service Agreement for the 2020-2021 School Year.

PURCHASE OF SERVICE AGREEMENT
Cedar Rapids Community School District
Tanager Place
2020-2021

Whereas, the CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and Tanager Place, hereinafter referred to as TANAGER PLACE, a neglected youth facility, agree to coordinate and support a PL 107-110 Title I, Part D, Subpart 2 program within the neglected facility.

PURSUANT to Chapter 28E, CODE OF IOWA, permitting a local school district to enter into cooperative agreements with other public agencies,

NOW THEREFORE IT IS UNDERSTOOD AS FOLLOWS:

1. The purpose of the Agreement shall be to coordinate supplemental educational services identified as the Title I, Part D, Subpart 2 program at TANAGER PLACE.
2. The term of this Agreement shall be for the 2020-2021 school year (Fiscal Year July 1, 2020 – June 30, 2021).
3. The DISTRICT will act as the fiscal agent and program monitor of the Title I program identified below.
4. The DISTRICT shall evaluate the program, and where the number of students is sufficient, disaggregate data on participation by gender, race, ethnicity, and age, to determine the program's impact on the ability of participants
 - To maintain and improve educational achievement in core academic areas.
 - To make the transition to a regular program or other education program operated by a local educational agency
 - To complete secondary school (or secondary school equivalency requirements) and obtain employment after leaving the correctional facility or institution for neglected children and youthThe result of this evaluation shall be used to plan and improve subsequent programs for participating children and youth.
5. The DISTRICT agrees to:
 - Collect funds from the Iowa Department of Education allocated for the operation of this project.
 - Allocate TWENTY-TWO THOUSAND SEVEN HUNDRED EIGHTY-FOUR DOLLARS (\$22,784.00) towards the project.
6. TANAGER PLACE agrees to provides assurances and documentation, upon request, that the Title I, Part D, Subpart 2 funds are being used in one or more of the following ways:
 - For programs that serve children and youth with emphasis on assisting that they remain in school in order to complete their education;
 - For dropout prevention programs which serve at-risk children and youth, children and youth that have come in contact with the juvenile justice system or DHS system, children and youth at least one year behind in expected grade level;
 - For the coordination of health and social services for such individuals if there is a likelihood that the provision of such services, including day care, drug and alcohol counseling, and mental health service, will improve the likelihood such individuals with complete their education;
 - For special programs to meet the unique needs of participating children and youth, including vocational and technical education, special education, career counseling;
 - For programs providing mentoring and peer mediation.
7. TANAGER Place agrees to provide assurances and documentation upon request, that the following areas are being made available, when and where applicable to neglected residents at the facility:
 - Transition Planning
 - Coordination of social, health, and other services
 - Parental involvement

- Coordination with federal, state, and local programs
- Coordination with juvenile justice programs
- Work with probation officer
- Individualized Education Programs
- Alternative placements

8. TANAGER PLACE agrees to:

- Conduct the supervisory and administrative tasks needed to accomplish the goals of the agreement
- Ensure completion of project activities
- Ensure the completion of the project evaluation activities including pre and post assessments as requested by the district.
- Maintain and submit records and reports as required by the Title I staff of the Iowa Department of Education
- Submit on a **monthly basis** an itemized invoice of expenditures for the costs associated with the instructional activities for reimbursement purposes.
- Final quarterly invoice to be submitted no later than June 17, 2021.**

9. A separate legal or administrative entity is not intended to be created by this Agreement.

10. The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. The Contact Persons are as follows:

Eric Christenson Executive Director, PK-5 Cedar Rapids Community School District 2500 Edgewood Road NW Cedar Rapids IA 52405	Bradley Thatcher Chief Financial Officer Tanager Place 2309 C Street SW Cedar Rapids, IA 52404
--	--

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Tanager Place

By: _____
Board Secretary

By:  _____

Date: _____

Date: 9/22/2020

CONSENT AGENDA

BA-21-108 Agreement - Cedar Rapids Community School District and Foundation 2 - Title 1 Service - 2020-2021 School Year (Eric Christenson)

Exhibit: BA-21-108.1-2

Action Item:

Pertinent Fact(s):

The purpose of the Agreement is to purchase instructional services for Foundation 2 to operate the Title I, Part D, Subpart 2 instructional program at Foundation 2.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Foundation 2, Title I, Part D, Subpart 2 Purchase of Service Agreement for 2020-2021 School Year.

PURCHASE OF SERVICE AGREEMENT
Cedar Rapids Community School District
Foundation 2
2020-2021

Whereas, the CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and Foundation 2, hereinafter referred to as FOUNDATION 2, a neglected youth facility, agree to coordinate and support a PL 107-110 Title I, Part D, Subpart 2 program within the neglected facility.

PURSUANT to Chapter 28E, CODE OF IOWA, permitting a local school district to enter into cooperative agreements with other public agencies,

NOW THEREFORE IT IS UNDERSTOOD AS FOLLOWS:

1. The purpose of the Agreement shall be to purchase instructional services to support the Title I program at FOUNDATION 2 as described in #6 and #7 below.
2. The term of this Agreement shall be for the 2020-2021 school year (Fiscal Year July 1, 2020 – June 30, 2021).
3. The DISTRICT will act as the fiscal agent and program monitor of the Title I program identified below.
4. The DISTRICT shall evaluate the program, and where the number of students is sufficient, disaggregating data on participation by gender, race, ethnicity, and age, to determine the program's impact on the ability of participants –
 - To maintain and improve educational achievement;
 - To accrue school credits that meet State requirements for grade promotion and secondary school graduation;
 - To make the transition to a regular program or other education program operated by a local educational agency;
 - To complete secondary school (or secondary school equivalency requirements) and obtain employment after leaving the correctional facility or institution for neglected children and youth; and
 - As appropriate, to participate in post-secondary education and job training programs.The result of this evaluation shall be used to plan and improve subsequent programs for participating children and youth.
5. The DISTRICT agrees to:
 - Collect from the Iowa Department of Public Instruction funds allocated for the operation of this project;
 - Reimburse FOUNDATION 2 for the instructional salaries and fringe benefits incurred in operating the project;
 - The entire cost of the project shall not exceed FOURTEEN THOUSAND SIX HUNDRED FORTY-SEVEN DOLLARS (\$14,647.00).
6. FOUNDATION 2 agrees to provide assurances and documentation, upon request, that the Title I, Part D, Subpart 2 funds are being used in one or more the following ways:
 - For programs that serve children and youth returning to local schools from correctional facilities, to assist in the transition of such children and youth to the school environment and help them remain in school in order to complete their education;
 - For dropout prevention programs which serve at-risk children and youth, including pregnant and parenting teens, children and youth you have come in contact with the juvenile justice system, children and youth at least one year behind in expected grade level, migrant youth, immigrant youth, students with limited English proficiency, and gang members;
 - For the coordination of health and social services for such individuals if there is a likelihood that the provision of such services, including day care, drug and alcohol counseling, and mental health service, will improve the likelihood such individuals will complete their education;
 - For special programs to meet the unique academic needs of participating children and youth, including vocational and technical education, special education, career counseling, curriculum-based youth entrepreneurship education, and assistance in securing student loans or grants for postsecondary education; and
 - For programs providing mentoring and peer mediation.

7. FOUNDATION 2 agrees to provides assurances and documentation, upon request, that the following areas are being made available, when and where applicable, to neglected residents at the facility:
- Transition planning
 - Coordination of social, health, and other services
 - Business partnerships
 - Parental involvement
 - Coordination with federal, state and local programs
 - Coordination with juvenile justice programs
 - Work with probation officers
 - Individualized education programs
 - Alternative placements
8. FOUNDATION 2 agrees to:
- a. Conduct the supervisory and administrative tasks needed to accomplish the goals of the agreement
 - b. Employ staff members necessary for this Agreement as FOUNDATION 2 personnel
 - c. Ensure completion of project activities
 - d. Complete the project evaluation activities
 - e. Complete the annual End of Year Report via the survey link and submit a copy of the data to the CRCSD Title I office.
 - f. Maintain and submit records and reports as required by the Title I staff of the Iowa Department of Education
 - g. Submit a monthly itemized invoice of expenditures for the costs associated with instructional personnel to the DISTRICT for reimbursement purposes.
 - h. **Final monthly invoice to be submitted no later than June 17, 2021.**
9. A separate legal or administrative entity is not intended to be created by this Agreement.
10. The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. The Contact Persons are as follows:

Eric Christenson Executive Director, PK-5 Cedar Rapids Community School District 2500 Edgewood Road NW Cedar Rapids IA 52405	Emily Blomme Executive Director Foundation 2 1714 Johnson Avenue NW Cedar Rapids, IA 52405
--	--

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

FOUNDATION 2

By: _____
Board Secretary

By: **Emily J. Blomme** Digitally signed by Emily J. Blomme
DN: cn=Emily J. Blomme, o=Foundation 2 Crisis Services,
ou,email=ebomme@foundation2.org, c=US
Date: 2020.09.22 09:40:09 -0500

Date: _____

Date: 9/22/2020

CONSENT AGENDA

BA-21-109 Resolution – Instructional Time Reporting in Hours vs. Days for the 2021-2022 School Year (Noreen Bush)

Exhibit: BA-21-109.1-2

Action Item

Pertinent Fact(s):

1. Pursuant to Iowa Code 256.7(19), a Public Hearing must be held at a School Board Meeting for the purpose of receiving any objections to the Cedar Rapids Community School District responsibility to report either instructional time in either hours or days. All school districts are required to report instructional time to the Iowa Department of Education.
2. After the Board's consideration or any written and/or oral objections presented during the Public Hearing, the recommended Board action is to give final approval to the administration's recommendation to report instructional time in hours for the 2021-2022 School Year.

Recommendation:

It is recommended that the Board of Education approve the Resolution for the Cedar Rapids Community School District to Report Instructional Time in Hours to the Iowa Department of Education for the 2021-2022 School Year.

Cedar Rapids Community School District

RESOLUTION

Instructional Hours vs. Instructional Days

WHEREAS, pursuant to Iowa Code 256.7(19), including changes from House File 2170 signed on March 7, 2014, the State of Iowa and State Department of Education allows Iowa school districts to report instructional time as days (180) or hours (1080); and

WHEREAS, a public hearing is held at the October 12, 2020 Cedar Rapids Community School District Board of Education regularly scheduled meeting; and

WHEREAS, following the October 12, 2020 Public Hearing, the Board is asked to consider the administration's recommendation to report on instructional time in hours to the Iowa Department of Education for the 2021-2022 School Year; and

WHEREAS, all school districts are required to report instructional time to the Iowa Department of Education. Prior to the 2014-2015 School Year, Iowa school districts were required to document 180 days of instruction. As a result of changes made through House File 2170 districts are now allowed to report instructional time in days or hours for any given school year; and

WHEREAS, a district that reports in days must include 180 days of instruction and a district that reports in hours must include 1080 hours of instruction; and

WHEREAS, reporting in hours allows flexibility if it becomes necessary to make up lost instructional time because there are no minimum or maximum day lengths required. This permits instruction to be made up closer to the point in time in which it is lost. Reporting in hours also allows districts to stay closely aligned to the published school year end date; and

WHEREAS, it is recommended the Cedar Rapids Community School District report instructional time in hours instead of days to the Iowa Department of Education.

THEREFORE, after consideration thereof by the Board of Directors of the Cedar Rapids Community School District, the President called for adoption of said Resolution, and the roll call having been called, the following Directors voted:

Ayes: _____

Nays: _____

Signatures

Board President _____ Date: _____

Board Secretary _____ Date: _____

CONSENT AGENDA

BA-21-110 **Approval - Restroom Upgrade Projects - McKinley, Roosevelt, and Taft Middle Schools - Change Order Number Two (Chris Gates)**

Exhibit: BA-21-110.1

Action Item

Pertinent Fact(s):

1. Garling Construction is the contractor for this project with a contract amount of \$516,699.55 and the source of funding is the Physical Plant and Equipment Levy Fund (PPEL).
2. Garling Construction is requesting a Change Order in the amount of \$2,290.13, for a new contract amount of \$518,989.68.
 - COR #6 results from an error or omission on the plans and specs requiring a valve to be added, and a detector to be moved.
 - COR #7 results from an unforeseen condition requiring additional grab bars.

Recommendation:

It is recommended that the Board of Education approve Change Order Number Two to Garling Construction for the Restroom Upgrade Projects at McKinley, Roosevelt, and Taft Middle Schools.



AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> CRCSD 2020-21 Restroom Upgrades - McKinley, Roosevelt, and Taft Middle Schools Cedar Rapids	CONTRACT INFORMATION: Contract For: General Construction Date: February 11, 2020	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: August 3, 2020
OWNER: <i>(Name and address)</i> Cedar Rapids Community School District Educational Leadership Support Center 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	ARCHITECT: <i>(Name and address)</i> Solum Lang Architects, LLC 1101 Old Marion Road NE Cedar Rapids, Iowa 52402	CONTRACTOR: <i>(Name and address)</i> Garling Construction 1120 11th Street Belle Plaine, Iowa 52208

THE CONTRACT IS CHANGED AS FOLLOWS:

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

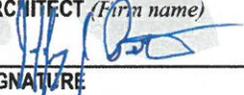
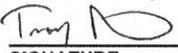
Per COR #6 (Attached) ADD \$1,656.71
Add Valve, Move Detector
Per COR #7 (Attached) ADD \$633.42
Add Additional Grab Bars

The original Contract Sum was	\$ 510,900.00
The net change by previously authorized Change Orders	\$ 5,799.55
The Contract Sum prior to this Change Order was	\$ 516,699.55
The Contract Sum will be increased by this Change Order in the amount of	\$ 2,290.13
The new Contract Sum including this Change Order will be	\$ 518,989.68

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

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

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Solum Lang Architects, LLC ARCHITECT <i>(Firm name)</i>	Garling Construction CONTRACTOR <i>(Firm name)</i>	Cedar Rapids Community School District OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Jeff Portman, Architect PRINTED NAME AND TITLE	Troy Pins, President PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE
August 3, 2020 DATE	8-4-20 DATE	 DATE

CONSENT AGENDA

BA-21-111 **Approval - HVAC Upgrades - Kennedy High School - Gym HVAC - Change Order Number One (Jon Galbraith)**

Exhibit: BA-21-111.1

Action Item

Pertinent Fact(s):

1. Bowker Mechanical Contractors, LLC, is the contractor for this project with a contract amount of \$167,600.00 and the source of funding is the Physical Plant and Equipment Levy Fund (PPEL).
2. Bowker Mechanical Contractors, LLC, is requesting a Change Order in the amount of \$924.15, for a new contract amount of \$168,524.15.
 - COR #1 results from an owner's request resulting in the relocation of ERV-8.

Recommendation:

It is recommended that the Board of Education approve Change Order Number One to Bowker Mechanical Contractors, LLC, for the HVAC Upgrades - Kennedy High School - Gym HVAC Project.

CONSENT AGENDA

BA-21-112 Approval – New Elementary School at Coolidge Elementary School Site Project - Change Order Number Two (Jon Galbraith)

Exhibit: BA-21-112.1

Action Item

Pertinent Fact(s):

1. Garling Construction is the contractor for this project with a contract amount of \$21,137,505.75 and the source of funding is the Secure an Advanced Vision for Education Fund (SAVE).
2. Garling Construction is requesting a change order in the amount of \$75,911.57, for a new contract amount of \$21,213,417.32.
 - CO 002.1 results from an error or omission in the plans and specs resulting in revising wall devices at vestibule.
 - CO 003.1 results from an error or omission in the plans and specs resulting in revising the lighting sequence.
 - CO 005.1 results from an unforeseen condition resulting in changing electrical disconnects and power feeds.
 - CO 010.1 results from an unforeseen condition resulting in code review changes.
 - CO 012 results from an owner's request resulting in adding floor box extension rings.

Recommendation:

It is recommended that the Board of Education approve Change Order Number Two to Garling Construction for the New Elementary School at Coolidge Elementary School Site Project.



AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> 19213000 6225 1 st Ave NW Cedar Rapids, IA 52405	CONTRACT INFORMATION: Contract For: New Elementary at the Coolidge Site Date: April 13, 2020	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: September 29, 2020
OWNER: <i>(Name and address)</i> Cedar Rapids Community School District 2500 Edgewood Road NW Cedar Rapids, IA 52405	ARCHITECT: <i>(Name and address)</i> OPN Architects 200 5 th Ave. SE, Suite 201 Cedar Rapids, Iowa 52401	CONTRACTOR: <i>(Name and address)</i> Garling Construction 5210 20 th Ave SW Cedar Rapids, IA 52404

THE CONTRACT IS CHANGED AS FOLLOWS:

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

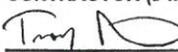
CO 002.1 Revise Wall Devices at Vestibule	\$965.33
CO 003.1 Revise Lighting Sequence in Collab 1400	\$625.68
CO 005.1 Change Electrical Disconnects and Power Feeds	\$217.17
CO 010.1 Code Review Changes	\$73,797.10
CO 012 Floor Box Extension Rings	\$306.29
Total:	\$75,911.57

The original Contract Sum was	\$	21,135,000.00
The net change by previously authorized Change Orders	\$	2,505.75
The Contract Sum prior to this Change Order was	\$	21,137,505.75
The Contract Sum will be increased by this Change Order in the amount of	\$	75,911.57
The new Contract Sum including this Change Order will be	\$	21,213,417.32

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

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

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

OPN Architects ARCHITECT <i>(Firm name)</i> 	Garling Construction CONTRACTOR <i>(Firm name)</i> 	Cedar Rapids Community School District OWNER <i>(Firm name)</i>
SIGNATURE	SIGNATURE	SIGNATURE
Chad Schumacher PRINTED NAME AND TITLE	Troy Pins - President PRINTED NAME AND TITLE	Laurel Day - Board Secretary PRINTED NAME AND TITLE
9.29.20 DATE	9-30-20 DATE	DATE

CONSENT AGENDA

**BA-21-113 Purchasing Register -Vehicles & Mowers – 2020-2021 School Year
(Thomas Day/ Scott Wing)**

Exhibit: BA-21-113.1

Action Item

Pertinent Fact(s):

1. Vehicles being replaced are:

2007 Ford E350 Cargo Van	#4071
2009 Ford F350 Dually Truck	#3093
2008 Ford F250 Service Truck	#3081
2008 John Deere Gator	#6081
2008 Ford Expedition XL	#2081
2009 John Deere X320 Series Mowers	11 Total
2007 John Deere X748 Series Mowers	3 Total

2. Parts availability for older vehicles is an on-going issue as well as experiencing higher maintenance costs to keep old vehicles running.
3. Physical Plant & Equipment Levy (PPEL) are available in the 2020-2021 Fiscal Year for: One - Ford F350 Dually Truck, One -F250 Service truck, One- Ford Transit150 XL Passenger van, One -Ford Transit150 Cargo Van, One- Polaris Ranger, Three -middle school riding lawnmowers, and Eleven - elementary school riding lawnmowers.

Recommendation:

It is recommended that the Board of Education approve the Purchasing Register – Vehicles and Mowers – 2020-2021 School Year.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Purchasing Department
2500 Edgewood Rd NW
Cedar Rapids, IA 52405

PURCHASING REGISTER

Purchases for approval or ratification

Description: Stadium Equipment, Mowers, District Vans, District Truck

School: Transportation/ Building and Grounds Department

Budget Year: 2020-2021

First Notice Date: October 13, 2020

Second Notice Date: October 20, 2020

Bid Due Date: October 28, 2020

Estimated Cost: \$300,000

CONSENT AGENDA

BA-21-114 **Amended 28E Agreement – Cedar Rapids Community School District and Rockwell Collins, Inc (David Nicholson)**

Exhibit: BA-21-114.1-2

Action Item

Pertinent Fact(s):

The Amendment is to the existing 28E Agreement with Rockwell Collins for the operation of their Child Development Center. The amendment provides the ability to transition to another provider by June 30, 2021.

Recommendation:

It is recommended that the Board of Education approve the Amended Agreement between the Cedar Rapids Community School District and Rockwell Collins, a part of Collin Aerospace for the transition of operation of their Child Development Center.



AMENDMENT NO. 4 TO SECOND AMENDED COOPERATIVE 28E AGREEMENT

FOR ROCKWELL'S CHILD DEVELOPMENT CENTERS

This Amendment No. 4 to the Second Amended Cooperative 28E Agreement For Rockwell's Child Development Centers (this "Amendment") is made and entered into this ___ day of October, 2020, by and between Rockwell Collins, Inc. a part of Collins Aerospace ("Rockwell") and the Cedar Rapids Community School District ("School District"), each a "Party" and collectively the "Parties", for the following purposes and with the following effects:

RECITALS:

WHEREAS the Parties entered into the above-referenced Second Amended Cooperative 28E Agreement For Rockwell's Child Development Centers dated October 1, 2010 (the "Agreement "); and

WHEREAS the Agreement contemplates a change in the term of the Agreement between the parties; and

WHEREAS the Parties desire to amend said Agreement to provide a change to the term of the Agreement between the parties for the purposes of the transition of services to another provider.

NOW, THEREFORE, for good and valuable mutual considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. This Amendment shall be effective on the date of last signature by the Parties as shown on the signature page (the "Effective Date") and shall be immediately filed with the Iowa Secretary of State by the School District.
2. Section 5.1 "Term" is stricken and revised with the following substituted in its place:

The term of this Second Amended Cooperative 28E Agreement shall be from October 1, 2020 to June 30, 2021. The Parties will review the Agreement on a monthly basis at the end of each month for purposes of the transition of services to another provider beginning with the month of January 2021 on January 31, 2021. The Agreement will end on June 30, 2021. The Agreement may be terminated by the Parties on a date prior to June 30, 2021 that is mutually agreed to by the Parties.

The terms and provisions of this Amendment shall be governed by and construed in accordance with the laws of the State of Iowa.

Except as amended hereby, all other terms and conditions of the Agreement shall continue in full force and effect.



IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates provided below.

ROCKWELL COLLINS, INC.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONSENT AGENDA

BA-21-115 **28E Agreement – Cedar Rapids Community School District and City of Cedar Rapids
– Adult Crossing Guard Program for the 2020-2021 School Year (Eric Christenson)**

Exhibit: BA-21-115.1-3

Action Item

Pertinent Fact(s):

1. The proposed renewal of the 28E Agreement is for the 2020-2021 School Year. The District is in partnership with the City of Cedar Rapids for the crossing guard program.
2. The District plans to employ crossing guards at 31 approved crossings for Elementary and Middle School locations for the 2020-2021 School Year.
3. The District and City agree to share equally all mutually agreed upon costs of the program, including salaries and fringes up to a maximum amount. The District maximum for FY21 is \$60,202.94, which is an equitable distribution of the FY17 adult guard budget according to percentage of approved crossing guard locations for the District to total approved locations for all school entities in the adult guard program. The City will reimburse the District 50% of a maximum \$12.15 hourly wage with the remaining District maximum reimbursing fringes, equipment for new adult guard locations, and equipment upgrades.

Recommendation:

It is recommended that the Board of Education approve the ongoing 28E Agreement between the Cedar Rapids Community School District and the City of Cedar Rapids for the Adult Crossing Guard Program for the 2020-2021 School Year.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
CITY OF CEDAR RAPIDS
MEMORANDUM OF AGREEMENT

WHEREAS, the City of Cedar Rapids, hereinafter, called the CITY, and the Cedar Rapids Community School District, hereinafter called the DISTRICT, desire to enter into an agreement pursuant to the Code of Iowa, Chapter 28E, for the purpose of establishing and operating an adult guard program at designated school crossings within the City of Cedar Rapids,

IT IS THEREFORE MUTUALLY AGREED:

1. The adult crossing guard program shall be operated by the DISTRICT with partial funding by the CITY as provided in this Memorandum of Agreement. The CITY shall be the administrator of the Memorandum of Agreement.
2. The CITY agrees to provide adult guard training on an annual basis and periodic in-service training upon request of the DISTRICT.
3. The DISTRICT agrees to interview, select, and hire the guards; and to maintain the guards on their payroll as DISTRICT employees.
4. Each location shall be reimbursed for a maximum of 1.36 hours each day that students are required to attend school. Each location is one (1) approved intersection for one (1) specific school. Once (1) intersection may have two (2) approved locations if the intersection has been approved for two (2) schools with different dismissal times. Specific hours shall be determined by DISTRICT. DISTRICT shall require guards to record the number of students utilizing each crossing in both the morning and afternoon time periods for an entire non-holiday week (Monday – Friday) for all school months as specified by the CITY. DISTRICT shall provide the CITY a summary report in December and May summarizing the number of students utilizing each crossing during those specific periods. DISTRICT and CITY shall cooperate to de-authorize locations that do not meet established criteria.
5. Guards shall be expected to report to designated DISTRICT principals/designee as scheduled and complaints regarding guards shall be processed through them.
6. The City Traffic Engineer or his/her designee shall be responsible for determining those locations where adult guards are to be placed, based on the established criteria.
7. An Appeals Board shall be mutually established by the CITY and the DISTRICT as a recommending body to the CITY and the DISTRICT as needed. Membership to the Appeals Board shall be as follows:
 - Two (2) CITY employees to be designated by the CITY; one (1) DISTRICT employee to be designated by the DISTRICT; THREE (3) other persons shall be mutually agreed between CITY and DISTRICT.
8. Initial requests for placement of an adult guard shall be addressed to the City Traffic Engineer by a written request from the school principal, the PTA President, or by a petition to a cross at the location being appealed. The request shall be forwarded to the Appeals Board. Upon hearing the request, the Appeals Board shall forward recommendations to the CITY. Upon review by the CITY, recommendations shall be forwarded to the DISTRICT.

9. CITY agrees to purchase one MUTCD-compliant vest and stop paddle for each FY21 adult guard location at no cost to the DISTRICT. DISTRICT agrees to maintain all adult guard equipment for each location. DISTRICT and CITY agree to share equally all mutually agreed upon costs for equipment upgrades necessary to meet Manual on Uniform Traffic Control Devices standards as well as MUTCD-compliant equipment for new adult guard locations as determined by Appeals Board.
10. DISTRICT and CITY agree to share equally all mutually agreed upon costs of the program, including salaries and fringes up to a maximum amount. DISTRICT maximum for FY21 if \$60,202.94, which is an equitable distribution of the FY21 adult guard budget according to percentage of approved crossing guard locations for district to total approved locations for all school entities in the adult guard program. CITY will reimburse DISTRICT 50% of a maximum \$12.15 hourly wage with the remaining DISTRICT maximum reimbursing fringes, equipment for new adult guard locations, and equipment upgrades.
11. DISTRICT shall invoice CITY monthly for CITY's share of actual monthly program costs, which CITY agrees to remit within thirty (30) days after receipt of the invoice. DISTRICT shall submit final invoice for FY21 by June 30, 2021 to be reimbursed through the City's FY21 budget. DISTRICT and CITY shall keep a running record of amounts invoiced and paid each month. In no event will CITY reimburse DISTRICT for any amount above the FY21 total mentioned in Article 10.
12. The term of this agreement shall be from the date of consummation of this agreement by the CITY to the end of June 2021. This Agreement may be renewed for an ensuing one (1) year upon mutual agreement of the parties at least ninety (90) days before expiration of the Agreement.
13. Termination of the Agreement: This agreement may be terminated at any time by giving of ninety (90) days written notice to the other party of a party's intention to terminate this agreement.

CEDAR RAPIDS COMMUNITY
SCHOOL DISTRICT

CITY OF CEDAR RAPIDS

Laurel Day, Board Secretary

Jeffrey A. Pomeranz, City Manager

Date_____

Date_____

Attest:

Amy Stevenson, City Clerk

TED
FIN
CLK
AUD FILE
60-19-011

RESOLUTION NO. LEG_NUM_TAG

WHEREAS, Cedar Rapids Community School (SCHOOL) has agreed to establish and operate an adult guard program at designated school crossings and has submitted a 28E Memorandum of Agreement agreeing to the terms and conditions of the program, and

WHEREAS, the City has allocated funding in the amount of \$64,087 in its FY 2019 adult guard budget to be distributed to schools/districts participating in the adult guard program, according to the number of approved guard locations, to reimburse 50% of the hourly wage and other costs incurred for the guard program, and

WHEREAS, according to the number of SCHOOL crossing guard hours, the SCHOOL is eligible for a maximum reimbursement amount of \$60,202.94, and

\$12.15

WHEREAS, the City will reimburse the SCHOOL 50% of the hourly wage of ~~\$11.76~~, with the remaining maximum to be used to reimburse fringes, update Manual on Uniform Traffic Control Devices (MUTCD)-compliant guard clothing and portable equipment for existing location, and new MUTCD-compliant guard clothing and portable equipment for new locations,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the City Manager and City Clerk are hereby authorized to execute the 28E Memorandum of Agreement with Cedar Rapids Community School for an adult guard program.

BE IT FURTHER RESOLVED, that the 28E Memorandum of Agreement with Cedar Rapids Community School be accepted and filed with the City of Cedar Rapids Finance Director.

PASSED_DAY_TAG

LEG_PASSED_FAILED_TAG

MayorSignature

Attest:

ClerkSignature

CONSENT AGENDA

BA-21-116 **Agreement - Cedar Rapids Community School District and OPN Architects, Inc -
New Elementary School on the Jackson Elementary Site (David Nicholson)**

Exhibit: BA-21-116.1-90

Action Item

Pertinent Fact(s):

Due to Covid-19 and Derecho, the finalization of the AIA contract had been delayed. The contract agreement establishes a preliminary overall budget of \$25.945 million with the final budget being set upon the completion of the design development documents. OPN's fee 6% of the final issued contract amount for construction.

Recommendation:

It is recommended that the Board of Education approve the Agreement/Rider between the Cedar Rapids Community School District and OPN Architects, Inc.

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twelfth Day of October in the year Two Thousand Twenty
(In words, indicate day, month and year.)

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

Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 52405

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

OPN Architects Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401

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

New Elementary Building at the Jackson Site
1300 38th Street NW
Cedar Rapids, IA 52405
OPN Project No. 20220000

REMIT ALL PAYMENTS TO:
OPN Architects Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, IA 52401

ATTN: Vickie Choate (vchoate@opnarchitects.com)
Becky Ulferts (bulferts@opnarchitects.com)

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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(Paragraph deleted)

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.)

The anticipated Project consists of the construction of a New Elementary School to replace the existing Jackson Elementary on the existing site. The initial understanding of the conceptual Program is for a K-5 , +/-600 student facility, which could include programs for Alternate Kindergarten, Behavioral Program classrooms and a Community Hub, in addition to the general requirements for administration, academics, media center, fine arts, athletics, food service, and all related support spaces. Additional details will be determined as the project is better defined.

§ 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.)

The New Elementary School will be located on the existing Jackson Elementary site, with construction to commence and be completed while the existing facility remains in operation. The New Elementary is estimated by the district to be approximately 97,000 square feet and designed to best utilize the existing site to maximize long-term use. The project will be Phased Construction, in order to address site preparation and infrastructure, building construction, site construction, building demolition, final site construction and project close-out. Additional site design may be

Init.

required to accommodate the relocation of existing playground equipment and / or ball diamonds within the boundaries of the site.

§ 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.)

The Owner has established an initial overall Total Project Budget with funding of \$ 25,945,000 for all work related to this project on this site. The Total Project Budget shall include all Construction related costs, Building Demolition, Site Work, Professional Design Fees, Government Agency Fees, Fixtures, Furnishings and Equipment. Additional findings details are unknown at this time and will be determined at a later date. The Owner shall establish a final total project budget at the completion of the Design Development Documents.

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

.1 Anticipated Design Phase milestone dates:

Programming/Benchmarking	/ March/May 2020
Community Engagement	May/ August 2020(ongoing as needed)
Conceptual Design	May / July 2020
Schematic Design	June / July 2020
Design Development	August / September 2020
Contract Documents	October / December 2020
Bidding/Negotiations	December / January 2021
Construction	March 2021 – July 2022
Owner Occupancy	July / August 2022
Building Demolition	July 2022
Final Closeout	October 2022

.2 Anticipated Construction commencement date

April 2021

.3 Anticipated Substantial Completion date or dates:

July 2022 (for the New Elementary)

.4 Other milestone dates:

- July 2022- Owner Occupancy
- July 2022 – Demolition of Existing Building completed.
- October 2022 – Final Project Closeout

§ 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.)

The Project shall be Design / Bid / Build. Bid Documents to be issued in one single bid package for Bidding, with competitive public bidding for the entire scope of work for one contract to a single General Contractor

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

Ms. Noreen Bush, Superintendent
Cedar Rapids Community School District

(Paragraph deleted)

§ 1.1.7 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.)

David Nicholson, Executive Director of Business, and Board Treasurer
Cedar Rapids Community School District.

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

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

- .1 Geotechnical Engineer: To Be Determined.
- .2 Civil Engineer: To Be Determined.
- .3 Building Commissioning: (if requested) To Be Determined.

Other, if any:

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

To be Determined

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

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

Roger Worm, AIA
Principal
OPN Architects, Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401
(Paragraphs deleted)
Telephone Number: 319.363.6018

§ 1.1.10 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.)

§ 1.1.10.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Raker Rhodes
3924, 112 E Washington Street
Iowa City, Iowa 52240
Telephone Number: 319.333.7850

- .2 Mechanical Engineer:

Design Engineers
8801 Prairie View Lane SW

Cedar Rapids, Iowa 52404
Telephone Number: 319.841.1944

.3 Electrical Engineer:

Design Engineers
8801 Prairie View Lane SW
Cedar Rapids, Iowa 52404
Telephone Number: 319.841.1944

.4 Civil Engineer:

Hall & Hall Engineers
1860 Boyson Road
Hiawatha, Iowa 52233
Telephone Number: 319.362.9548

§ 1.1.10.2 Consultants retained under Supplemental Services:

Landscape Architect:

OPN Architects, Inc./Hall & Hall Engineers
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401
Telephone Number: 319.363.6018

Hall & Hall Engineers

1860 Boyson Road
Hiawatha, Iowa 52233
Telephone Number: 319.362.9548

Food Service:

Advanced Foodservice Consulting
6201 South Gateway Drive
Marion, Iowa 52302
Telephone Number: 319.447.3515

Signage/Environmental Graphics: To be determined

Cost Estimator:

Stecker-Harmsen
510 S. 17th Street #110
Ames, Iowa 50010
Telephone Number: 515.232.4638

Fixtures, Furnishings and Equipment (FFE):

OPN Architects, Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401
Telephone Number: 319.363.6018

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

N/A

(Paragraphs deleted)

§ 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 benefit of the project.

§ 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 representative must be acceptable to the Owner. The Architect may not change said representative without the Owner's consent. 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.

§ 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 to meet the Owners provisions as provided as "Exhibit B" included within the original RFP dated 12/18/18, 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.

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

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions 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 Excess and Umbrella Liability policy with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.

(Paragraphs deleted)

§ 2.5.8 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. 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.

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

"The insurance company and the insured expressly agree and state that the purchase of this policy, including the Cedar Rapids Community School District as additional 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."

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

"The insurance company and the insured expressly agree and state that granting additional insured status on this policy of insurance does not waive any of the 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."

§ 2.5.11 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, civil and electrical engineering services. Any additional engineering or consulting services necessary to produce a reasonably complete and accurate set of Construction Documents as may be applicable to the Project will be provided as an additional service with appropriate compensation. 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.

§ 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.

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

§ 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 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.

(Paragraph deleted)

§ 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;
- .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 authorization and direction from the Owner to proceed with the Design Development Phase. Significant design changes requested after Owner's approval of Schematic Design may impact project schedule and incur additional professional fees.

§ 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.

§ 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 authorization and direction from the Owner to proceed with the Construction Documents Phase. Design changes requested after Owner's approval of Design Development that impact building systems or envelope may impact project schedule and incur additional professional design or engineering fees.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. 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 the Owner 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 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. Design changes requested during Construction Documents that impact building systems or envelope may impact project schedule and will incur additional professional design or engineering fees.

§ 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 competitive bids; (2) confirming responsiveness of bids; (3) evaluating and validating the bids to determine the successful bid, if any; and, and based on the above, the Architect shall make a recommendation to the Owner regarding the lowest responsive and responsible bid received, and (4) 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 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 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 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; costs associated with a document reproduction company will be either a reimbursable to the project or a direct expense of the Owner.
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 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;
- .5 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 responsible responsive, bidder(s).

(Paragraphs deleted)

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document 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 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 A201-2017 General Conditions of the Construction Contract, the interpretation most favorable to the project 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. 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 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 the 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, as a representative of the Owner, shall attend all official construction progress meetings and visit both sites while Work is in progress as mutually agreed to by the parties in Section 4.2.3, to observe and evaluate the site and the Work; to become familiar with the progress and quality of the Work; 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 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 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 employee or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing and received within fifteen (15) days of receipt of the request, unless other time limits are otherwise agreed upon.

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document 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 systems and equipment, at the request of the Owner or the Owner's Commissioning Agent, to help determine 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.

§ 3.6.2.7 The Architect shall not knowingly select and specify materials for the Project with 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 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 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.

§ 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 and 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 to determine the date 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.
- .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 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.

§ 3.6.6.4 Before the Work is found to be finally completed by the Architect, it 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 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; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 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, (1) inspect the Project site, (2) provide assistance in enforcing any warranty issued by the Contractors, and (3) conduct a meeting between the Contractor 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 as being the responsibility of the Architect shall be included in Basic Services, except where noted. For those areas noted as an additional fee, the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

Supplemental Services	Responsibility (Architect, Owner, or not provided)	Location of Service Description (Section 4.2 below or in an Exhibit attached to this document and identified below)
§ 4.1.1.1 Programming (Pre-Save services)	Architect/Owner	Provided by Architect – No Fee
§ 4.1.1.2 Three (3) preliminary designs	Architect	Provided by Architect – No Fee
§ 4.1.1.3 Measured drawings of existing facility	Not Provided	Additional Service if required
§ 4.1.1.4 Existing facilities surveys	Not Provided	Additional Service if required
§ 4.1.1.5 Site evaluation and planning	Architect	Included in Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Architect to LOD 300*	If requested by Owner greater than LOD 300 – Additional Services
§ 4.1.1.7 Develop Building Information Models for post construction use	Not Provided	Additional Service if required
§ 4.1.1.8 Civil engineering – Site Survey and Traffic Impact Study	Owner	Provided by Civil Engineer, contracted to Owner, if required
§ 4.1.1.9 Civil engineering (site design)	Architect	Included in Basic Service
§ 4.1.1.10 Energy Modeling	Architect	Additional Service if requested.
§ 4.1.1.11 Landscape design	Architect	Additional Service identified – provided by Architect
§ 4.1.1.12 Architectural interior design	Architect	Included in Basic Service
§ 4.1.1.13 Value analysis	Not Provided	Additional Service, if requested
§ 4.1.1.14 Detailed cost estimating beyond that required in Section 6.3	Architect	Additional Service identified – Provided by Cost Estimator
§ 4.1.1.15 Full-time on-site project representation	Not Provided – Fulltime Rep.	Additional Service if beyond the scope outlined in 4.2.3
§ 4.1.1.16 Conformed documents for construction	Not Provided	Additional Service, if requested
§ 4.1.1.17 As-designed record drawings	Architect	Included in Basic Services

§ 4.1.1.18	As-constructed record drawings	Not Provided	Additional Service, if requested
§ 4.1.1.19	Post-occupancy evaluation	Not Provided	Additional Services if beyond the scope outlined in 3.6.2.8
§ 4.1.1.20	Facility support services	Not Provided	Additional Services
§ 4.1.1.21	Tenant-related services	Not Provided	Not Required
§ 4.1.1.22	Architect's coordination of the Owner's consultants	Not Provided	Additional Services, it required
§ 4.1.1.23	Telecommunications/data design	Architect	Included in Basic Services
§ 4.1.1.24	Security evaluation and planning	Architect	Additional Services if Specialty Consultant is requested
§ 4.1.1.25	Commissioning	Owner	Commissioning Agent to be contracted beginning of DD phase
§ 4.1.1.26	Extensive environmentally responsible design	Not Provided	Additional Service, if requested
§ 4.1.1.27	LEED®	Not Provided	Not Required or Requested
§ 4.1.1.28	Fast-track design services	Not Provided	Not Required. Additional Service if Requested
§ 4.1.1.26	Multiple bid packages	Not Provided	Additional Service if Requested
§ 4.1.1.26	Historic preservation / Salvage Existing	Not Provided	Additional Service, if requested
§ 4.1.1.28	Furniture, furnishings, and equipment design	Architect	Additional Service identified – provided by the Architect if requested
§ 4.1.1.29	Food Service Planning and Equipment Specification	Architect	Additional Service identified – provided by Food Service Consultant
§ 4.1.1.30	Building Demolition/Site Restoration	Architect	Additional Service identified – provided by Civil Engineer

§ 4.1.2 Description of Supplemental Services

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

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

§ 4.1.2. – BIM

Level of Development [LOD] is limited to LOD 300 as defined in the E203. BIM is not included for the following building components.

§ 4.1.2.1.1 – Programming -

The design team shall create and refine the Owner's program for the new elementary, as a Pre-Save service, for no fee.

§ 4.1.2.1.2 – Civil Engineering for City related property (relocation of any agreed upon site amenities.)

If required, the design team shall include the design and bidding documents for the relocation of the existing site amenities for an additional fee. Scope and fee to be determined by the Civil Engineer.

§ 4.1.2.1.3 – Landscape Design –

The design team shall provide landscape design services for the Coolidge Elementary site. Scope and fee identified in Section 11.2.

§ 4.1.2.1.4 – Cost Estimating – The design team shall have a Cost consultant prepare cost estimates at 100% complete Schematic Design; 100 % complete Design Development; and 65 % Construction Document Phase. Each estimate will better inform decisions during the design process. Fee identified in Section 11.2.

§ 4.1.2.1.5 – Furniture, Furnishings, and Equipment Design –

Init.

If requested, the design team shall provide design services for furniture planning, assist the Owner with the selection, and provide specification document services for procurement of new furniture for both buildings. Fee identified in Section 11.2

§ 4.1.2.1.6 – Food Service –

The design team shall include a Food Service Consultant to inform decisions during programming and the design phases for the Kitchen and Dining spaces. The Food Service Consultant shall also produce food service equipment specifications and layout drawings for inclusion in the contract documents as well as provide bidding and construction administration services for their Scope of Work.

§ 4.1.2.7 – Energy Modeling

The design team shall provide the energy modeling required for use with energy rebate programs and life cycle analysis for the building.

§ 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.)

(Paragraph deleted)

§ 4.1.2.2.1 – Commissioning

If requested, the Owner shall solicit proposals for building commissioning services at the end of the design development phase. The commissioning agent shall assist the design team through the completion of construction documents in addition to providing onsite systems commissioning services throughout construction and Project closeout.

§ 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. Additional Services may be provided as a fixed fee as mutually agreed, or on an hourly rate, per attached Exhibit A.

§ 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, 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;
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;
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 that is beyond regular board meeting updates; The Architect's basic services includes preparations and attendance for two such public presentations and the public hearing required under Iowa Code Chapter 26 on the proposed

- plans, specs, form of contract and estimated total cost of construction. All printing and production of final materials to be reimbursable to the Owner.
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .9 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 and approved by the Owner.

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 qualify as 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, 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 more than 30 days out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are clearly negligent and 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 and are repeatedly submitted following two onsite meetings to communicate process and expectations;
- .3 Preparing Change Orders and Construction Change Directives that require the preparation or revision of Instruments of Service resulting from the contractor's negligent actions;
- .4 Evaluating more than ten (10) formal claims as the Initial Decision Maker; or,
- .5 Evaluating and making subsequent revisions to Instruments of Service resulting from 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 4.3.2 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 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 for both building sites separately. 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 Twenty-Six (26) on-site visits/project meetings (approximately 1 site visit every 2 weeks for 15 months, excluding visits to the site by the Architect during construction for visits outlined in 4.2.3.3 – 4.2.3.5;
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents;
- .4 Two (2) inspections for any portion of the Work to determine final completion, and
- .5 One (1) 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 sixty (60) days after the date of Substantial Completion of the Work shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within sixty (60) days of the date of Substantial Completion through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services at standard hourly rates or an amount as mutually agreed for each additional week of service

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 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 the 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.

§ 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.

§ 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, Owner shall have no responsibility to inspect the Project or the Architect's Instruments of Service for defects.

§ 5.12 Except when Owner communications have been specifically authorized or agreed upon by the parties, the Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the 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 it has 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.

(Paragraphs deleted)

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, overhead and profit. 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 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 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 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 unless the Owner provides specific direction as to how they would like to proceed. 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 e, the Owner shall

1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding of the Project within a reasonable time;
3. terminate in accordance with Section 9.5;
4. in consultation with the Architect, 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 if the responsible bid exceeds the Owner's budget for the cost of work by more than 10% 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 by 10% or less, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

(Paragraphs deleted)

§ 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, including electronic files, are instruments of professional services. 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 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, except that Owner agrees not to distribute, disseminate or sell the Construction Documents to a third party for use on a different 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. The Owner agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from, the unauthorized reuse or modification of the construction documents by the Owner or any person or entity that acquires or obtains the construction documents from or through the Owner without the prior written authorization of the Architect.

§ 7.2 The aforementioned submission or distribution of documents to meet official regulatory requirements or for similar legal filing purposes in connection with the Project is not to be construed as publication in derogation of the Owner's reserved rights. The Architect shall be permitted to retain copies, including reproducible copies or electronic data, of the Instruments of Service for the Project.

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 Acceptance of the Work.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document 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.

(Paragraphs deleted)

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

§ 8.2.3 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.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement except that payment may be withheld from the Architect 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 At any time during the term of this Agreement the Owner may suspend the Project for an indefinite period of time upon seven (7) days written notice to the Architect. If the Owner 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 suspension. If the Project is resumed, the Architect's fees for the remaining services and the time schedules shall be negotiated. The Agreement shall remain in full force and effect on the Project under this Agreement not suspended.

§ 9.3 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 (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

§ 9.6 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. The Architect shall not be entitled to any anticipated profits or consequential damages.

§ 9.7 The termination of this Agreement shall not relieve either the Owner or the Architect of any obligation previously accrued. The following

(Paragraphs deleted)

provisions of this Agreement, and any other provisions that by their terms so provide, shall specifically survive any such termination; Article 7, Article 10, and Article 12.

§ 9.8 Upon mutual agreement of both parties, upon receipt and acceptance of not less than thirty (30) days written notice, the Agreement may be terminated for any one Project or all Projects, 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.

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Iowa. 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 Linn County.

§ 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 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.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least fourteen (14) days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

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

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

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

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

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

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

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, determined as a fixed fee of 6% of the Owner's approved Budget for new Construction. Initial fees of \$1,200,000.00 will be established as 6% of estimated new construction costs of \$20,000,000.00. Final fees will be determined and adjusted by fee amendment upon owners approval of contractors bid for construction.

(Insert amount)

REMIT ALL PAYMENTS TO:
OPN Architects Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401

ATTN: Vickie Choate (vchoate@opnarchitects.com)

(Paragraphs deleted)

Becky Ulferts (bulferts@opnarchitects.com)

§ 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.)

Programming	\$ 0.00 (waive \$28,000 fee)
Landscape Architecture	\$ 33,000.00 Allowance, pending scope TBD.
Food Service	\$ 19,780.00
Signage/Environmental Graphics	\$ 17,500.00 Allowance, if requested.
Cost Estimator	\$ 28,500.00
Energy Modeling	\$ N/A
FFE (selection, design & bid documents)	\$ 55,600.00 allowance for competitive bids of FFE
Building Demolition/Site Reconstruction	\$ 54,200.00 playground
Commissioning	\$ 59,780.00 fee allowance to be determined

§ 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.)

Per Standard Hourly Rates attached as Exhibit A_.

§ 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:

(Table deleted)

Schematic Design Phase	Twenty Percent	(20%)
Design Development Phase	Twenty-Five Percent	(25%)
Construction Documents Phase	Twenty Seven Percent	(27%)
Bidding Phase	Three Percent	(3%)
Construction Phase / Close-Out	Twenty-Five Percent	(25%)
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 receive additional fee for redesign and rebidding work if rebidding is required pursuant to Section 6.6.4 and the responsible bid exceeds the Owner's budget for the cost of work by more than 10%.

§ 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 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.)*

See attached schedule as Exhibit A.

(Table deleted)

§ 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 that are Owner approved prior to the expense and incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 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;
- .6 Intentionally left blank;
- .7 Additional renderings, models, mock-ups, professional photography, videos, VR exercises and presentation materials beyond those identified in 4.2.1.7 requested by the Owner; Included within the Basic Services agreement are two exterior and two interior still renderings.
- .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;

.9 All taxes levied on professional services and on reimbursable expenses;

.10 Intentionally left blank;

.11 Intentionally left blank;

.12 Other similar Project-related expenditures approved by the 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's consultants plus Ten percent (10 %) 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 (\$0) 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.

(Paragraph deleted)

§ 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 thirty-one(31) calendar days after the invoice date shall bear interest at the rate

(Paragraphs deleted)

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

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

(Paragraphs deleted)

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

§ 11.10.2.5. 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.

§ 11.10.2.6 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.

§ 11.10.2.7 The Architect shall require all entities to whom it made payments for services provided under this Agreement to comply with the provisions of Section 11.10.2.3 – 11.10.2.6 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 Sex Offender Acknowledgement

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

§ 12.2 Indemnification: 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.

§ 12.3 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.

12.4 179D(d)(4) Energy Tax Allocation for Designers of Government-Owned Buildings. The Owner may agree but is not obligated to allocate to the Architect and the Architect's participating and responsible Consultants all Section 179D tax deductions dedicated the Designers of energy efficient commercial property, provided these commercial property improvements qualify for allocations per the Energy Policy Act of 2005, section 179D, Notice 2008-40. Upon achieving Substantial Completion for the Project, the Architect will prepare and submit the Form of Allocation letter to the Owner for consideration and possible approval on behalf of the design team and participating Consultants. The Architect and Architect's participating Consultants will maintain records as are sufficient to establish the entitlement to, and amount of, any deduction claimed by the Consultant relevant to 179D per IRS regulations. Reference: As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code in order to encourage the energy efficient design and construction of new or rehabilitated properties. Notice 2008-40 of Internal Revenue Bulletin 2008-14 sets forth guidance as to the allocation of the section 179D deduction to designers of government owned buildings. Notice 2008-40 provides that in the case of a government owned property (Federal, State or Local government or political subdivision) the deduction for energy efficient buildings may be allocated to the designer for the taxable year that includes the date on which the property was placed in service. These tax allocations are not possible to claim as a government entity and may therefore be assigned to the responsible designer(s) of qualifying energy efficient property incorporated into the Project as the sole election of the Owner. A designer may include, for example, an architect, engineer, contractor, environmental consultant or energy services provider who creates the technical specification for a new building or an addition to an existing building that incorporates energy efficient commercial property allowed under Section 179D.

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
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

October 1, 2019

- .3 "Exhibit A" - OPN Hourly Rates

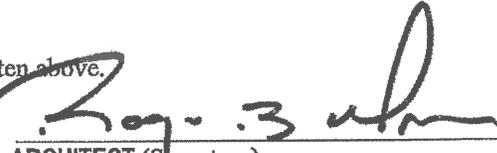
(Paragraphs deleted)

- .4 Exhibit "B" - Cedar Rapids Community School District "Rider to Standard Form of Agreement Between Owner and Architect"

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

OWNER (Signature)

Nancy Humbles, Board President
(Printed name and title)



ARCHITECT (Signature)

Roger Worm, AIA, Principal
(Printed name, title, and license number, if required)

01544430-1\18139-049

Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:11:55 ET on 10/06/2020.

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~~AGREEMENT made as of the _____ day of _____ in the year _____~~ AGREEMENT made as of the Twelfth Day of October in the year Two Thousand Twenty

...

Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 52405

...

OPN Architects Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401

...

New Elementary Building at the Jackson Site
1300 38th Street NW
Cedar Rapids, IA 52405
OPN Project No. 20220000

REMIT ALL PAYMENTS TO:
OPN Architects Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, IA 52401

ATTN: Vickie Choate (vchoate@opnarchitects.com)
Becky Ulferts (bulferts@opnarchitects.com)

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ARTICLE 1 — INITIAL INFORMATION
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...
The anticipated Project consists of the construction of a New Elementary School to replace the existing Jackson Elementary on the existing site. The initial understanding of the conceptual Program is for a K-5 , +/-600 student facility, which could include programs for Alternate Kindergarten, Behavioral Program classrooms and a Community Hub, in addition to the general requirements for administration, academics, media center, fine arts, athletics, food service, and all related support spaces. Additional details will be determined as the project is better defined.

...
The New Elementary School will be located on the existing Jackson Elementary site, with construction to commence and be completed while the existing facility remains in operation. The New Elementary is estimated by the district to be approximately 97,000 square feet and designed to best utilize the existing site to maximize long-term use. The project will be Phased Construction, in order to address site preparation and infrastructure, building construction, site construction, building demolition, final site construction and project close-out. Additional site design may be required to accommodate the relocation of existing playground equipment and / or ball diamonds within the boundaries of the site.

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The Owner has established an initial overall Total Project Budget with funding of \$ 25,945,000 for all work related to this project on this site. The Total Project Budget shall include all Construction related costs, Building Demolition, Site Work, Professional Design Fees, Government Agency Fees, Fixtures, Furnishings and Equipment. Additional fundings details are unknown at this time and will be determined at a later date. The Owner shall establish a final total project budget at the completion of the Design Development Documents.

...
.1 — Design phase milestone dates, if any:

.1 Anticipated Design Phase milestone dates:

<u>Programming/Benchmarking</u>	<u>/ March/May 2020</u>
<u>Community Engagement</u>	<u>May/ August 2020(ongoing as needed)</u>
<u>Conceptual Design</u>	<u>May / July 2020</u>
<u>Schematic Design</u>	<u>June / July 2020</u>
<u>Design Development</u>	<u>August / September 2020</u>
<u>Contract Documents</u>	<u>October / December 2020</u>
<u>Bidding/Negotiations</u>	<u>December / January 2021</u>
<u>Construction</u>	<u>March 2021 – July 2022</u>
<u>Owner Occupancy</u>	<u>July / August 2022</u>
<u>Building Demolition</u>	<u>July 2022</u>
<u>Final Closeout</u>	<u>October 2022</u>

...
.2 Anticipated Construction commencement date: date

April 2021

...

.3 Anticipated Substantial Completion date or dates:

July 2022 (for the New Elementary)

...

.4 Other milestone dates:

July 2022- Owner Occupancy

July 2022 – Demolition of Existing Building completed.

October 2022 – Final Project Closeout

...

The Project shall be Design / Bid / Build. Bid Documents to be issued in one single bid package for Bidding, with competitive public bidding for the entire scope of work for one contract to a single General Contractor

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: Owner identifies the following representative in accordance with Section 5.3:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.) (List name, address, and other contact information.)

Ms. Noreen Bush, Superintendent

Cedar Rapids Community School District

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~~§ 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: 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:~~

...

David Nicholson, Executive Director of Business, and Board Treasurer
Cedar Rapids Community School District.

~~§ 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: Owner shall retain the following consultants and contractors:~~

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

.1 Geotechnical Engineer: To Be Determined.

.2 Civil Engineer: To Be Determined.

.3 Building Commissioning: (if requested) To Be Determined.

Other, if any:

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

To be Determined

§ 1.1.9 The Owner shall retain the following consultants and contractors: Architect identifies the following representative in accordance with Section 2.3:

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

.1 Geotechnical Engineer: Roger Worm, AIA
Principal
OPN Architects, Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401

.2 Civil Engineer:

.3 Other, if any:

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

Telephone Number: 319.363.6018

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

§ 1.1.10.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Raker Rhodes
3924, 112 E Washington Street
Iowa City, Iowa 52240
Telephone Number: 319.333.7850

.2 Mechanical Engineer:

Design Engineers
8801 Prairie View Lane SW
Cedar Rapids, Iowa 52404
Telephone Number: 319.841.1944

.3 Electrical Engineer:

Design Engineers
8801 Prairie View Lane SW
Cedar Rapids, Iowa 52404
Telephone Number: 319.841.1944

.4 Civil Engineer:

Hall & Hall Engineers
1860 Boyson Road
Hiawatha, Iowa 52233
Telephone Number: 319.362.9548

§ 1.1.10.2 Consultants retained under Supplemental Services:

Landscape Architect:
OPN Architects, Inc./Hall & Hall Engineers
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401
Telephone Number: 319.363.6018

Hall & Hall Engineers
1860 Boyson Road
Hiawatha, Iowa 52233
Telephone Number: 319.362.9548

Food Service:

Advanced Foodservice Consulting
6201 South Gateway Drive
Marion, Iowa 52302
Telephone Number: 319.447.3515

Signage/Environmental Graphics: To be determined

Cost Estimator:
Stecker-Harmsen
510 S. 17th Street #110
Ames, Iowa 50010
Telephone Number: 515.232.4638

Fixtures, Furnishings and Equipment (FFE):
OPN Architects, Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401
Telephone Number: 319.363.6018

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2: Other Initial Information on which the Agreement is based:
(List name, legal status, address, and other contact information.)N/A

§ 1.1.11.1 Consultants retained under Basic Services:

.4 Structural Engineer:

~~2~~ — Mechanical Engineer:

~~3~~ — Electrical Engineer:

~~§ 1.1.11.2 Consultants retained under Supplemental Services:~~

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

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change-change, and, in that event, the Owner and the Architect ~~shall~~ 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

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~~, Agreement or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The ~~Architect~~ Architect, as a representative of the Owner, shall perform its services consistent with the professional skill and care ordinarily provided by ~~architects~~ 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~~ expeditiously, and economically as is consistent with such professional skill and care and the orderly progress of the ~~Project of the Project~~ Project and will perform the Architect's services in a manner consistent with the benefit of the project.

§ 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. Project, which representative must be acceptable to the Owner. The Architect may not change said representative without the Owner's consent. 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.

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§ 2.5 The Architect shall maintain the following insurance to meet the Owners provisions as provided as "Exhibit B" included within the original RFP dated 12/18/18, 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 (\$—) 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.

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

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

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions 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 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. Excess and Umbrella Liability policy with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 — SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.5.8 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. 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.

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

"The insurance company and the insured expressly agree and state that the purchase of this policy, including the Cedar Rapids Community School District as additional 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."

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

"The insurance company and the insured expressly agree and state that granting additional insured status on this policy of insurance does not waive any of the 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."

§ 2.5.11 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, civil and electrical engineering services. Any additional engineering or consulting services necessary to produce a reasonably complete and accurate set of Construction Documents as may be applicable to the Project will be provided as an additional service with appropriate compensation. 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.

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§ 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.

§ 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.

§ 3.2.1 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 to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner applicable to the Architect's services.

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§ 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. ~~The Architect shall reach an understanding with the Owner regarding the requirements of the Project.~~ Project including the feasibility of incorporating environmentally responsible design approaches. 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~~ 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.

...

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with ~~Section 6.3.~~ Section 6.3.

...

§ 3.3 Design Development Phase Services

§ 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;
- .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 authorization and direction from the Owner to proceed with the Design Development Phase. Significant design changes requested after Owner's approval of Schematic Design may impact project schedule and incur additional professional fees.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project ~~requirements~~ requirements, schedules, and the budget for the Cost of the Work, the Architect will meet with the 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.~~ Work.

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§ 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 authorization and direction from the Owner to proceed with the Construction Documents Phase. Design changes requested after Owner's approval of Design Development that impact building systems or envelope may impact project schedule and incur additional professional design or engineering fees.

...

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. Documents and the Architect shall assist the 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 shall assist the Owner in the development and preparation of (1) with the cooperation of the Owner 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 contracts for legal and statutory compliance and legal counsel shall notify the Owner and Architect of any needed changes to ensure statutory compliance.

...

§ 3.4.5 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. Design changes requested during Construction Documents that impact building systems or envelope may impact project schedule and will incur additional professional design or engineering fees.

§ 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.

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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, if any; and,~~ (4) ~~awarding and preparing contracts for construction.~~ competitive bids; (2) confirming responsiveness of bids; (3) evaluating and validating the bids to determine the successful bid, if any; and, and based on the above, the Architect shall make a recommendation to the Owner regarding the lowest responsive and responsible bid received, and (4) preparing contracts for construction after award by Owner.

...

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by: ~~not proceed with the competitive bidding phase until:~~

- ~~.1 facilitating the distribution of Bidding Documents to prospective bidders; The Architect has received the Owner's acceptance of the Construction Documents;~~
- ~~.2 organizing and conducting a pre-bid conference for prospective bidders; The Architect has provided the Owner and the Owner's Representative with a final estimate for~~
- ~~.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, the Cost of the Work that is within the Owner's Budget for the Cost of the Work; and~~
- ~~.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~ .3 The Architect has received authorization and direction from the Owner to proceed with the competitive bidding phase.

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

The Architect shall assist the Owner in bidding the Project by:

- .1 procuring the reproduction of Bidding Documents for distribution 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; costs associated with a document reproduction company will be either a reimbursable to the project or a direct expense of the Owner.
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 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;
- .5 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 responsible responsive bidder(s).

§ 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:

- ~~.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.

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

§ 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, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. A201-2017 General Conditions of the Contract for Construction, those modifications shall be incorporated into this Agreement, and to the extent any such modification affects the Architect's services under this Agreement, the Architect's compensation and schedule shall be adjusted pursuant to Article 4. To the extent of any conflict between the terms of this Agreement and the AIA Document A201-2017 General Conditions of the Construction Contract, the interpretation most favorable to the project 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. 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 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 the 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.

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§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about Work; 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 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 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 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 If the Architect has knowledge of any Work which does not conform to the Contract Documents. Whenever 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, the Architect shall have the authority to advisable for implementation of the intent of the Contract Documents, the Architect shall require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the such Work is fabricated, installed or completed. However, neither this authority of the Architect 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, employee or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of 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, and received within fifteen (15) days of receipt of the request, unless other time limits are otherwise agreed upon.

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

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§ 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 systems and equipment, at the request of the Owner or the Owner's Commissioning Agent, to help determine 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.

§ 3.6.2.7 The Architect shall not knowingly select and specify materials for the Project with 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.

§ 3.6.3.1 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. Architect at the time of certification.

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

substantiate 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~~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.

...

§ 3.6.4.1 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 ~~The~~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~~professionals, subject to the standard of care and scope of services under this Agreement.

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§ 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.

...

§ 3.6.5.1 The Architect may order minor changes in the ~~Work~~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 and approval and execution in accordance with the Contract Documents.

...

1. ~~conduct inspections~~conduct site observations and evaluations to determine the date ~~or dates~~ of Substantial Completion and the date of final completion;

...

- .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.
- .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 Substantial Completion has been achieved, the Architect 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. 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.

§ 3.6.6.4 The Architect Before the Work is found to be finally completed by the Architect, it 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 liens, filed claims; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 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 (1) inspect the Project site, (2) provide assistance in enforcing any warranty issued by the Contractors, and (3) conduct a meeting between the Contractor 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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL 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, and as being the responsibility of the Architect shall be included in Basic Services, except where noted. For those areas noted as an additional fee, 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 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	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>	Location of Service Description <i>(Section 4.2 below or in an Exhibit attached to this document and identified below)</i>
§ 4.1.1.1 Programming (Pre-Save services)	Architect/Owner	Provided by Architect – No Fee
§ 4.1.1.2 Three (3) preliminary designs	Architect	Provided by Architect – No Fee
§ 4.1.1.3 Measured drawings of existing facility	Not Provided	Additional Service if required
§ 4.1.1.4 Existing facilities surveys	Not Provided	Additional Service if required
§ 4.1.1.5 Site evaluation and planning	Architect	Included in Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Architect to LOD 300*	If requested by Owner greater than LOD 300 – Additional Services
§ 4.1.1.7 Develop Building Information Models for post construction use	Not Provided	Additional Service if required
§ 4.1.1.8 Civil engineering – Site Survey and Traffic Impact Study	Owner	Provided by Civil Engineer, contracted to Owner, if required
§ 4.1.1.9 Civil engineering (site design)	Architect	Included in Basic Service
§ 4.1.1.10 Energy Modeling	Architect	Additional Service if requested.
§ 4.1.1.11 Landscape design	Architect	Additional Service identified – provided by Architect

<u>§ 4.1.1.12 Architectural interior design</u>	<u>Architect</u>	<u>Included in Basic Service</u>
<u>§ 4.1.1.13 Value analysis</u>	<u>Not Provided</u>	<u>Additional Service, if requested</u>
<u>§ 4.1.1.14 Detailed cost estimating beyond that required in Section 6.3</u>	<u>Architect</u>	<u>Additional Service identified – Provided by Cost Estimator</u>
<u>§ 4.1.1.15 Full-time on-site project representation</u>	<u>Not Provided – Fulltime Rep.</u>	<u>Additional Service if beyond the scope outlined in 4.2.3</u>
<u>§ 4.1.1.16 Conformed documents for construction</u>	<u>Not Provided</u>	<u>Additional Service, if requested</u>
<u>§ 4.1.1.17 As-designed record drawings</u>	<u>Architect</u>	<u>Included in Basic Services</u>
<u>§ 4.1.1.18 As-constructed record drawings</u>	<u>Not Provided</u>	<u>Additional Service, if requested</u>
<u>§ 4.1.1.19 Post-occupancy evaluation</u>	<u>Not Provided</u>	<u>Additional Services if beyond the scope outlined in 3.6.2.8</u>
<u>§ 4.1.1.20 Facility support services</u>	<u>Not Provided</u>	<u>Additional Services</u>
<u>§ 4.1.1.21 Tenant-related services</u>	<u>Not Provided</u>	<u>Not Required</u>
<u>§ 4.1.1.22 Architect’s coordination of the Owner’s consultants</u>	<u>Not Provided</u>	<u>Additional Services, it required</u>
<u>§ 4.1.1.23 Telecommunications/data design</u>	<u>Architect</u>	<u>Included in Basic Services</u>
<u>§ 4.1.1.24 Security evaluation and planning</u>	<u>Architect</u>	<u>Additional Services if Specialty Consultant is requested</u>
<u>§ 4.1.1.25 Commissioning</u>	<u>Owner</u>	<u>Commissioning Agent to be contracted beginning of DD phase</u>
<u>§ 4.1.1.26 Extensive environmentally responsible design</u>	<u>Not Provided</u>	<u>Additional Service, if requested</u>
<u>§ 4.1.1.27LEED®</u>	<u>Not Provided</u>	<u>Not Required or Requested</u>
<u>§ 4.1.1.28 Fast-track design services</u>	<u>Not Provided</u>	<u>Not Required, Additional Service if Requested</u>
<u>§ 4.1.1.26 Multiple bid packages</u>	<u>Not Provided</u>	<u>Additional Service if Requested</u>
<u>§ 4.1.1.26 Historic preservation / Salvage Existing</u>	<u>Not Provided</u>	<u>Additional Service, if requested</u>
<u>§ 4.1.1.28 Furniture, furnishings, and equipment design</u>	<u>Architect</u>	<u>Additional Service identified – provided by the Architect if requested</u>
<u>§ 4.1.1.29 Food Service Planning and Equipment Specification</u>	<u>Architect</u>	<u>Additional Service identified – provided by Food Service Consultant</u>
<u>§ 4.1.1.30 Building Demolition/Site Restoration</u>	<u>Architect</u>	<u>Additional Service identified – provided by Civil Engineer</u>

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§ 4.1.2. – BIM

Level of Development [LOD] is limited to LOD 300 as defined in the E203. BIM is not included for the following building components.

§ 4.1.2.1.1 – Programming -

The design team shall create and refine the Owner’s program for the new elementary, as a Pre-Save service, for no fee.

§ 4.1.2.1.2 – Civil Engineering for City related property (relocation of any agreed upon site amenities.)

If required, the design team shall include the design and bidding documents for the relocation of the existing site amenities for an additional fee. Scope and fee to be determined by the Civil Engineer.

§ 4.1.2.1.3 – Landscape Design –

The design team shall provide landscape design services for the Coolidge Elementary site. Scope and fee identified in Section 11.2.

§ 4.1.2.1.4 – Cost Estimating – The design team shall have a Cost consultant prepare cost estimates at 100% complete Schematic Design; 100 % complete Design Development; and 65 % Construction Document Phase. Each estimate

will better inform decisions during the design process. Fee identified in Section 11.2.

§ 4.1.2.1.5 – Furniture, Furnishings, and Equipment Design –

If requested, the design team shall provide design services for furniture planning, assist the Owner with the selection, and provide specification document services for procurement of new furniture for both buildings. Fee identified in Section 11.2

§ 4.1.2.1.6 – Food Service –

The design team shall include a Food Service Consultant to inform decisions during programming and the design phases for the Kitchen and Dining spaces. The Food Service Consultant shall also produce food service equipment specifications and layout drawings for inclusion in the contract documents as well as provide bidding and construction administration services for their Scope of Work.

§ 4.1.2.7 – Energy Modeling

The design team shall provide the energy modeling required for use with energy rebate programs and life cycle analysis for the building.

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~~§ 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 B204™ – 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

§ 4.1.2.2.1 – Commissioning

If requested, the Owner shall solicit proposals for building commissioning services at the end of the design development phase. The commissioning agent shall assist the design team through the completion of construction documents in addition to providing onsite systems commissioning services throughout construction and Project closeout.

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. Additional Services may be provided as a fixed fee as mutually agreed, or on an hourly rate, per attached Exhibit A.

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

- 1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project ~~including~~ including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

...

- 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;

...

- 7 Preparation for, and attendance at, a public presentation, meeting or ~~hearing;~~ hearing that is beyond regular board meeting updates; The Architect's basic services includes preparations and attendance for two such public presentations and the public hearing required under Iowa Code Chapter 26 on the

proposed plans, specs, form of contract and estimated total cost of construction. All printing and production of final materials to be reimbursable to the Owner.

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.9 Evaluation of the qualifications of entities providing bids or proposals; Intentionally left blank;

...

.11 Assistance to the Initial Decision Maker, if other than the Architect and approved by the Owner.

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 qualify as 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, Owner, and explain the facts and circumstances giving rise to the need-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 more than 30 days out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are clearly negligent and 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; documentation and are repeatedly submitted following two onsite meetings to communicate process and expectations;
- .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; Service resulting from the contractor's negligent actions;
- .4 Evaluating an extensive number of Claims more than ten (10) formal claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom and making subsequent revisions to Instruments of Service resulting from 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 4.3.2 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 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. ~~Services for both building sites separately.~~ 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~~ Contractor;
2. ~~(Twenty-Six (26))~~ on-site visits/project meetings (approximately 1 site visit every 2 weeks for 15 months, excluding visits to the site by the Architect during construction for visits outlined in 4.2.3.3 – 4.2.3.5;
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~~ Documents;
4. ~~(Two)~~ (2) inspections for any portion of the Work to determine final ~~completion~~ completion, and
5. 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 ~~60-sixty (60)~~ 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,~~ shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~(months-sixty (60))~~ days of the date of ~~this Agreement, Substantial Completion~~ through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional ~~Services~~ Services at standard hourly rates or an amount as mutually agreed for each additional week of service

ARTICLE 5 — OWNER'S RESPONSIBILITIES

ARTICLE 5 — OWNER'S RESPONSIBILITIES

§ 5.2 The Owner shall ~~establish~~ 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, Work~~ Work 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.~~ 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~~ shall, upon request of the 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.

§ 5.5 The Owner shall furnish services of any necessary geotechnical engineers, which may ~~include~~ 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.

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§ 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, 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.

...

§ 5.11 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, Owner shall have no responsibility to inspect the Project or the Architect's Instruments of Service for defects.

§ 5.12 ~~The Owner shall~~ Except when Owner communications have been specifically authorized or agreed upon by the parties, the Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the 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 it has 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~~ 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.

...

~~§ 5.15 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~~

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, 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, 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.

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§ 6.4 If, through no fault of the Architect, the Procurement Bidding Phase has not commenced within ~~90~~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~~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~~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 make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner 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 unless the Owner provides specific direction as to how they would like to proceed. The Owner shall cooperate with the Architect in making such adjustments 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 ~~bona fide bid or negotiated proposal, responsive, responsible bid e,~~ the Owner shall

...

2. authorize rebidding ~~or renegotiating~~ of the Project within a reasonable time;

...

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,

...

§ 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 if the responsible bid exceeds the Owner's budget for the cost of work by more than 10% 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, by 10% or less~~, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section ~~11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In 11.3~~In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 — COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 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.~~

~~§ 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~~

~~§ 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, including electronic files, are instruments of professional services. 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 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, except that Owner agrees not to distribute, disseminate or sell the Construction Documents to a third party for use on a different 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. The Owner agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively,~~

Architect) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from, the unauthorized reuse or modification of the construction documents by the Owner or any person or entity that acquires or obtains the construction documents from or through the Owner without the prior written authorization of the Architect.

§ 7.2 The aforementioned submission or distribution of documents to meet official regulatory requirements or for similar legal filing purposes in connection with the Project is not to be construed as publication in derogation of the Owner's reserved rights. The Architect shall be permitted to retain copies, including reproducible copies or electronic data, of the Instruments of Service for the Project.

ARTICLE 8 CLAIMS AND DISPUTES

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document 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.

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

The Owner and Architect shall endeavor in good faith to resolve claims, disputes and other matters in question between them by mutual agreement and may, by mutual agreement and in their discretion, submit same to non-binding mediation which shall be in accordance with Iowa Code Chapter 679C. Requests for mediation shall be given in writing to the other party to this Agreement. If the Owner and Architect are unable to mutually agree upon a mediator in writing within sixty (60) days of receiving the written request for mediation, either party may then institute legal or equitable proceedings. Mediation shall be voluntary only and shall not be a prerequisite to litigation or other means of dispute resolution.

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

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

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

— Arbitration pursuant to Section 8.3 of this Agreement

— Litigation in a court of competent jurisdiction

— Other: (Specify)

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

~~§ 8.3 Arbitration~~

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

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

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

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

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common 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

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

§ 8.2.3 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.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. ~~Agreement except that payment may be withheld from the Architect 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, At any time during the term of this Agreement the Owner may suspend the Project for an indefinite period of time upon seven (7) days written notice to the Architect. If the Owner 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 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~~ If the Project is resumed, the Architect's fees for the remaining services and the time schedules shall be equitably ~~adjusted-negotiated.~~ The Agreement shall remain in full force and effect on the Project under this Agreement not suspended.

§ 9.3 If the Owner suspends the Project for more than ~~90~~ one hundred eighty (180) cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than ~~seven-thirty (30)~~ days' written notice.

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

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

§ 9.6 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, ~~Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements, together with documented Reimbursable Expenses incurred prior to termination.~~ 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 termination of this Agreement shall not relieve either the Owner or the Architect of any obligation previously accrued. The following (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:

provisions of this Agreement, and any other provisions that by their terms so provide, shall specifically survive any such termination; Article 7, Article 10, and Article 12.

§ 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 for any one Project or all Projects, 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 ~~9.7.7~~.

~~ARTICLE 10 — MISCELLANEOUS PROVISIONS~~

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

~~ARTICLE 10 MISCELLANEOUS PROVISIONS~~

§ 10.1 ~~This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 laws of the State of Iowa. Except as otherwise 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 Linn County.~~

§ 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~~ Construction as modified 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.~~ other.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least ~~14~~ fourteen (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.

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§ 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 information.~~ The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

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ARTICLE 11 — COMPENSATION

§ 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

- 1. Stipulated ~~Sum~~Sum, determined as a fixed fee of 6% of the Owner's approved Budget for new Construction . Initial fees of \$1,200,000.00 will be established as 6% of estimated new construction costs of \$20,000,000.00. Final fees will be determined and adjusted by fee amendment upon owners approval of contractors bid for construction.

REMIT ALL PAYMENTS TO:

OPN Architects Inc.
2 ~~Percentage Basis~~200 Fifth Avenue SE, Suite 201
(~~Insert percentage value~~)Cedar Rapids, Iowa 52401

(-) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.ATTN: Vickie Choate (vchoate@opnarchitects.com)

- 3. Other
(Describe the method of compensation)
Becky Ulferts (bulferts@opnarchitects.com)

<u>Programming</u>	<u>\$ 0.00 (waive \$28,000 fee)</u>
<u>Landscape Architecture</u>	<u>\$ 33,000.00 Allowance, pending scope TBD.</u>
<u>Food Service</u>	<u>\$ 19,780.00</u>
<u>Signage/Environmental Graphics</u>	<u>\$ 17,500.00 Allowance, if requested.</u>
<u>Cost Estimator</u>	<u>\$ 28,500.00</u>
<u>Energy Modeling</u>	<u>\$ N/A</u>
<u>FFE (selection, design & bid documents)</u>	<u>\$ 55,600.00 allowance for competitive bids of FFE</u>
<u>Building Demolition/Site Reconstruction</u>	<u>\$ 54,200.00 playground</u>
<u>Commissioning</u>	<u>\$ 59,780.00 fee allowance to be determined</u>

...

Per Standard Hourly Rates attached as Exhibit A.

§ 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 ~~percent (-%),~~ five percent (5%), or as follows:
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Schematic Design Phase	percent (-)	(%)
Design Development Phase	percent (-)	(%)
Construction Documents Phase	percent (-)	(%)
Procurement Phase	percent (-)	(%)
Construction Phase	percent (-)	(%)
Total Basic Compensation	one hundred percent (-)	100 (%)
Schematic Design Phase	Twenty Percent	(20%)
Design Development Phase	Twenty-Five Percent	(25%)
Construction Documents Phase	Twenty Seven Percent	(27%)
Bidding Phase	Three Percent	(3%)
Construction Phase / Close-Out	Twenty-Five Percent	(25%)
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 receive additional fee for redesign and rebidding work if rebidding is required pursuant to Section 6.6.4 and the responsible bid exceeds the Owner's budget for the cost of work by more than 10%.

...

§ 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, 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.

...

See attached schedule as Exhibit A.

Employee or Category	Rate (\$0.00)
----------------------	---------------

...

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

...

~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; Intentionally left blank;~~

...

~~.4 Printing, Owner requested printing, reproductions, plots, and standard form documents;~~

...

~~.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; Additional renderings, models, mock-ups, professional photography, videos, VR exercises and presentation materials beyond those identified in 4.2.1.7 requested by the Owner; Included within the Basic Services agreement are two exterior and two interior still renderings.~~

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~~.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, Intentionally left blank;~~

~~.12 Other similar Project-related expenditures; expenditures approved by the 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 plus Ten percent (10 %) 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:~~

...

~~At the actual cost of the additional coverage.~~

...

~~§ 11.10.1.1 An initial payment of (\$) zero (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~

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

~~§ 11.10.2.1 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 () thirty-one(31) calendar days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)~~

~~-%~~

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

...

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.)~~

ARTICLE 13 ~~SCOPE OF THE AGREEMENT~~

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

§ 11.10.2.5. 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.

§ 11.10.2.6 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.

§ 11.10.2.7 The Architect shall require all entities to whom it made payments for services provided under this Agreement to comply with the provisions of Section 11.10.2.3 – 11.10.2.6 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 Sex Offender Acknowledgement

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

§ 12.2 Indemnification: 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.

§ 12.3 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.

12.4 179D(d)(4) Energy Tax Allocation for Designers of Government-Owned Buildings. The Owner may agree but is not obligated to allocate to the Architect and the Architect's participating and responsible Consultants all Section 179D tax deductions dedicated the Designers of energy efficient commercial property, provided these commercial property improvements qualify for allocations per the Energy Policy Act of 2005, section 179D, Notice 2008-40. Upon achieving Substantial Completion for the Project, the Architect will prepare and submit the Form of Allocation letter to the Owner for consideration and possible approval on behalf of the design team and participating Consultants. The Architect and Architect's participating Consultants will maintain records as are sufficient to establish the entitlement to, and amount of, any deduction claimed by the Consultant relevant to 179D per IRS regulations. Reference: As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code in order to encourage the energy efficient design and construction of new or rehabilitated properties. Notice 2008-40 of Internal Revenue Bulletin 2008-14 sets forth guidance as to the allocation of the section 179D deduction to designers of government owned buildings. Notice 2008-40 provides that in the case of a government owned property (Federal, State or Local government or political subdivision) the deduction for energy efficient buildings may be allocated to the designer for the taxable year that includes the date on which the property was placed in service. These tax allocations are not possible to claim as a government entity and may therefore be assigned to the responsible designer(s) of qualifying energy efficient property incorporated into the Project as the sole election of the Owner. A designer may include, for example, an architect, engineer, contractor, environmental consultant or energy services provider who creates the technical specification for a new building or an addition to an existing building that incorporates energy efficient commercial property allowed under Section 179D.

ARTICLE 13 SCOPE OF THE AGREEMENT
PAGE 29

(Insert the date of the E203-2013 incorporated into this agreement.)
October 1, 2019

3 Exhibits: "Exhibit A" - OPN Hourly Rates

(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.)

4 Other documents:

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

4 Exhibit "B" - Cedar Rapids Community School District "Rider to Standard Form of Agreement Between Owner and Architect"

...

...

Nancy Humbles, Board President

Roger Worm, AIA, Principal

...

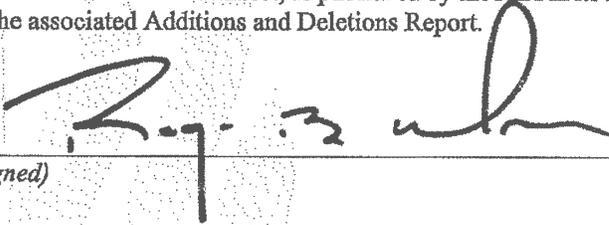
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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:11:55 ET on 10/06/2020 under Order No. 3279805824 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

PRINCIPAL

(Title)

10-5-20

(Dated)

AIA Document E203™ – 2013

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the Twelfth day of October in the year Two Thousand Twenty is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

(Name and location or address of the Project)

New Elementary Building at the Jackson Site
1300 38th Street NW
Cedar Rapids, Iowa 52405

OPN Project Number: 20220000

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS**
- 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA**
- 3 DIGITAL DATA PROTOCOLS**
- 4 BUILDING INFORMATION MODELING PROTOCOLS**
- 5 OTHER TERMS AND CONDITIONS**

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various milestones of the Project, and the associated Authorized Uses of the Building Information Models.

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Project specific versions of AIA Document G201™-2013, Project Digital Data Protocol Form and AIA Document G202™-2013, Project Building Information Modeling Protocol Form.

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

§ 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and memorialized in AIA Documents G201-2013 and G202-2013, will result in a change in

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be incorporated into an agreement between the parties and used in conjunction with AIA Documents G201™-2013, Project Digital Data Protocol Form, and G202™-2013, Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203-2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201-2013 and G202-2013.

Init.

the Party's scope of work or services warranting an adjustment in compensation, contract sum, schedule or contract time, the Party shall notify the other Party. Failure to provide notice as required in this Section 1.3 shall result in a Party's waiver of any claims for adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

§ 1.3.2 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:

(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)

§ 1.4 Definitions

§ 1.4.1 **Building Information Model.** A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the "Model," which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202-2013, Project Building Information Modeling Protocol Form.

§ 1.4.2 **Building Information Modeling.** Building Information Modeling or Modeling means the process used to create the Model.

§ 1.4.3 **Model Element.** A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

§ 1.4.4 **Level of Development.** The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD.

§ 1.4.5 **Authorized Uses.** The term "Authorized Uses" refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Exhibit.

§ 1.4.6 **Model Element Author.** The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202-2013.

§ 1.4.7 **Digital Data.** Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

§ 1.4.8 **Confidential Digital Data.** Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as "confidential."

§ 1.4.9 **Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written" or "in writing" shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print the communication.

§ 1.4.10 **Written Notice.** In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written notice" shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication.

§ 1.4.11 **Party and Parties.** The terms "Party" and "Parties" refer to the signing parties to the Agreement.

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§ 1.4.12 **Project Participant.** A Project Participant is an entity (or individual) providing services, work, equipment or materials on the Project and includes the Parties.

ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital Data established pursuant to the terms of this Exhibit.

§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 2.4 Where a provision in this Article 2 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Article 2 shall prevail.

ARTICLE 3 DIGITAL DATA PROTOCOLS

§ 3.1 **Anticipated Types of Digital Data.** The anticipated types of Digital Data to be used on the Project are as follows: *(Indicate below the information on the Project that shall be created and shared in a digital format. If the Parties indicate that Building Information Modeling will be utilized on the Project, the Parties shall also complete Article 4.)*

Anticipated Digital Data	Applicability to the Project <i>(Indicate Applicable or Not Applicable)</i>	Location of Detailed Description <i>(Section 3.1.1 below or in an attachment to this exhibit and identified below)</i>
Project Agreements and Modifications	Applicable	
Project communications	Applicable	
Architect's pre-construction submittals	Applicable [SD, DD, CD]	
Contract Documents	Applicable	
Contractor's submittals	Applicable	
Subcontractor's submittals	Applicable	
Modifications	Applicable	
Project payment documents	N/A	
Notices and claims	N/A	
Building Information Modeling	Applicable	

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

The following is a list of common Digital Data that may be used on this project. This list is not an all-inclusive summary or a requirement that this data is only to be used in digital form. Project contracts /agreements/

modifications for Architect and Architect's consultants, email correspondence, meeting minutes, construction documents including specifications /project manual, submittals, construction communication [RFI, ITC, Supplemental Details, Change Orders], and BIM as defined in G202.

§ 3.2 As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

§ 3.2.1 Unless another Project Participant is identified below, the Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval.
(If a Project Participant other than the Architect shall be responsible for preparing draft and final Digital Data protocols, identify that Project Participant.)

§ 3.2.2 The agreed upon Digital Data protocols shall be set forth in AIA Document G201–2013 and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols.

§ 3.2.3 The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project.

§ 3.3 The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants.

§ 3.4 Unauthorized Use

§ 3.4.1 Prior to Establishment of Digital Data Protocols

If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 3.4.2 Following Establishment of Digital Data Protocols

Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

§ 3.5 Digital Data Management

§ 3.5.1 Centralized electronic document management system use on the Project shall be:

(Check the appropriate box. If the Parties do not check one of the boxes below, the default selection shall be that the Parties will not utilize a centralized electronic document management system on the Project.)

[X] The Parties intend to use a centralized electronic document management system on the Project.

[] The Parties do not intend to use a centralized electronic document management system on the Project.

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth in the latest version of G201–2013 approved by the Project Participants.

§ 3.5.3 Unless responsibility is assigned to another Project Participant, the Architect shall be responsible for managing and maintaining the centralized electronic document management system. If the responsibility for management and

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maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone.
(Identify the Project Participant responsible for management and maintenance only if the Parties intend to utilize a centralized electronic document management system on the Project.)

Responsible Project Participant	Project Milestone
OPN Architects	Thru Design Phases [SD-CD]

ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

- The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.
- The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

§ 4.2 Anticipated Building Information Modeling Scope. Indicate below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.

Project Portion for Modeling	Responsible Project Participant
Architectural model	OPN Architects
Structural model	Raker Rhodes
Mechanical model	Design Engineers
Electrical model	Design Engineers
Plumbing model	Design Engineers

§ 4.3 Anticipated Model Authorized Uses. Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants and further described for each LOD in AIA Document G202-2013.

Design coordination
1) Construction coordination
Model is NOT intended for use in material estimates, construction sequencing, fabrication, or facility management unless noted specifically otherwise.

§ 4.4 Ancillary Modeling Activities. Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202-2013, if any.
(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)

3D presentations or animations as required for design and presentation.

§ 4.5 Modeling Protocols. As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing AIA Document G202-2013.

§ 4.5.1 The Modeling protocols shall address the following:

- .1 Identification of the Model Element Authors;
- .2 Definition of the various LOD for the Model Elements and the associated Authorized Uses for each defined LOD;

- .3 Identification of the required LOD of each Model Element at each identified Project milestone;
- .4 Identification of the construction classification systems to be used on the Project;
- .5 The process by which Project Participants will exchange and share the Model at intervals not reflected in Section 3.3, Model Element Table, of AIA Document G202–2013;
- .6 The process by which the Project Participants will identify, coordinate and resolve changes to the Model;
- .7 Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if required on the Project;
- .8 Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and
- .9 Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling Protocols.)*

§ 4.5.2 Unless responsibility is assigned to another Project Participant identified below, the Architect shall prepare and distribute Modeling protocols to the other Project Participants for review, revision and approval. *(If a Project Participant other than the Architect shall be responsible for preparing draft and final Modeling protocols, identify that Project Participant.)*

§ 4.5.3 The agreed upon Modeling protocols shall be set forth in AIA Document G202–2013 and each Project Participant shall memorialize their agreement in writing to such Modeling protocols.

§ 4.5.4 The Parties, together with the other Project Participants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.

§ 4.6 The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the latest version of AIA Document G202–2013, which document shall be included in or attached to the Model in a manner clearly accessible to the Project Participants.

§ 4.7 Unauthorized Use

§ 4.7.1 Prior to Establishment of Modeling Protocols

If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or reliance is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 4.7.2 Following Establishment of Modeling Protocols

Following agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model. A Party may rely on the Model Element only to the extent consistent with the minimum data required for the identified LOD, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 4.8 Model Management

§ 4.8.1 The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to another Project Participant, the Architect shall manage the Model from the inception of the Project. If the responsibility for Model management will be assigned to another Project Participant, or change at an identified Project milestone, indicate below the identity of the Project Participant who will assume that responsibility, and the Project milestone.

Responsible Project Participant
OPN Architects

Project Milestone
Thru Design Phase [SD, DD, CD]

§ 4.8.2 Model Management Protocol Establishment. The Project Participant responsible for managing the Model, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following:

- .1 Model origin point, coordinate system, precision, file formats and units
- .2 Model file storage location(s)
- .3 Processes for transferring and accessing Model files
- .4 Naming conventions
- .5 Processes for aggregating Model files from varying software platforms
- .6 Model access rights
- .7 Identification of design coordination and clash detection procedures.
- .8 Model security requirements
- .9 Other: *(Identify additional Model management protocols to be addressed.)*

§ 4.8.3 Ongoing Responsibilities. The Project Participant responsible for managing the Model shall do so consistent with the Model management protocols, which shall also include the following ongoing responsibilities:

- .1 Collect incoming Models:
 - .1 Coordinate submission and exchange of Models
 - .2 Create and maintain a log of Models received
 - .3 Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5
 - .4 Maintain a record copy of each Model file received
- .2 Aggregate Model files and make them available for Authorized Uses consistent with section 4.3.
- .3 Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below
- .4 Manage Model access rights
- .5 Other: *(Identify additional responsibilities.)*

§ 4.8.4 Model Archives. The individual or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project milestone and shall preserve it without alteration as a record of Model completion as of that Project milestone.

§ 4.8.4.1 Additional Model Archive requirements, if any, are as follows:

Each Responsible Project Participant shall maintain regular digital data /model archives of their respective scope of work as necessary to ensure the security, access, integrity and progress of the project.

§ 4.8.4.2 The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:

As required for record drawings.

§ 4.9 Post-Construction Model. The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party's responsibility.

(Designate below any anticipated post-construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and the location of a detailed description of the anticipated scope of services to create or adapt the Model as necessary to achieve such uses.)

Post-Construction Model	Applicability to Project <i>(Applicable or Not Applicable)</i>	Responsible Project Participant	Location of Detailed Description of Requirements and Services <i>(Section 4.10 below or in an attachment to this exhibit and identified below)</i>
§ 4.9.1 Remodeling	N/A		
§ 4.9.2 Wayfinding and Mapping	N/A		
§ 4.9.3 Asset/FF & E Management	N/A		
§ 4.9.4 Energy Management	N/A		
§ 4.9.5 Space Management	N/A		
§ 4.9.6 Maintenance Management	N/A		

Init.

§ 4.10 Insert a detailed description of the requirements for each Post-Construction Model identified in Section 4.9 and the anticipated services necessary to create each Post-Construction Model, if not further described in an attachment to this Exhibit.

N/A

ARTICLE 5 OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:

Init.

Additions and Deletions Report for AIA® Document E203™ – 2013

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:16:17 ET on 10/06/2020.

PAGE 1

This Exhibit dated the Twelfth day of October in the year Two Thousand Twenty is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

...

New Elementary Building at the Jackson Site
1300 38th Street NW
Cedar Rapids, Iowa 52405

OPN Project Number: 20220000

PAGE 3

Project Agreements and Modifications	<u>Applicable</u>	
Project communications	<u>Applicable</u>	
Architect's pre-construction submittals	<u>Applicable [SD, DD, CD]</u>	
Contract Documents	<u>Applicable</u>	
Contractor's submittals	<u>Applicable</u>	
Subcontractor's submittals	<u>Applicable</u>	
Modifications	<u>Applicable</u>	
Project payment documents	<u>N/A</u>	
Notices and claims	<u>N/A</u>	
Building Information Modeling	<u>Applicable</u>	

...

The following is a list of common Digital Data that may be used on this project. This list is not an all-inclusive summary or a requirement that this data is only to be used in digital form. Project contracts /agreements/ modifications for Architect and Architect's consultants, email correspondence, meeting minutes, construction documents including specifications /project manual, submittals, construction communication [RFI, ITC, Supplemental Details, Change Orders], and BIM as defined in G202.

PAGE 4

[] The Parties intend to use a centralized electronic document management system on the Project.

PAGE 5

OPN Architects

Thru Design Phases [SD-CD]

...

[] The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

...

<u>Architectural model</u>	<u>OPN Architects</u>
<u>Structural model</u>	<u>Raker Rhodes</u>
<u>Mechanical model</u>	<u>Design Engineers</u>
<u>Electrical model</u>	<u>Design Engineers</u>
<u>Plumbing model</u>	<u>Design Engineers</u>

...

Design coordination

1) Construction coordination

Model is NOT intended for use in material estimates, construction sequencing, fabrication, or facility management unless noted specifically otherwise.

...

3D presentations or animations as required for design and presentation.

PAGE 6

OPN Architects

Thru Design Phase [SD, DD, CD]

PAGE 7

.2 Aggregate Model files and make them available for Authorized Uses consistent with section 4.3.

...

Each Responsible Project Participant shall maintain regular digital data /model archives of their respective scope of work as necessary to ensure the security, access, integrity and progress of the project.

...

As required for record drawings.

...

§ 4.9.1	Remodeling	N/A		
§ 4.9.2	Wayfinding and Mapping	N/A		
§ 4.9.3	Asset/FF & E Management	N/A		
§ 4.9.4	Energy Management	N/A		
§ 4.9.5	Space Management	N/A		
§ 4.9.6	Maintenance Management	N/A		

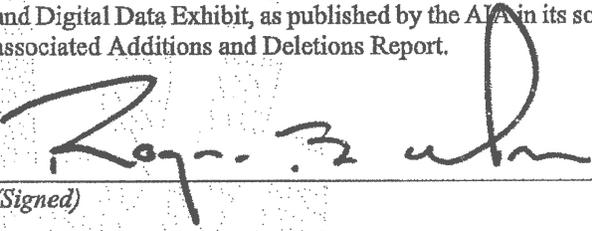
PAGE 8

N/A

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:16:17 ET on 10/06/2020 under Order No. 3279805824 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document E203™ – 2013, Building Information Modeling and Digital Data Exhibit, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

PRINCIPAL

(Title)

10-5-20

(Dated)

EXHIBIT "B"
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
OPN ARCHITECTS, INC.
RIDER TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT
AIA DOCUMENT B101 (2017)

This rider is attached to and modifies the Standard Form of Agreement executed by the parties the 12th day of October 2020. The provisions of this Rider supersede and, where applicable, supplant the corresponding numbered provisions of the Standard Form of Agreement as modified by OPN Architects, Inc. to which it is appended. All terms in this Rider have the same definition as provided in the Standard Form of Agreement to which it is appended.

1.1.1 The Owner's program for the Project:

The anticipated Project consists of the construction of a New Elementary School to replace the existing Jackson Elementary on the existing site. The initial understanding of the conceptual Program is for a K-5 , +/-600 student facility, which could include programs for Alternate Kindergarten, Behavioral Program classrooms and a Community Hub, in addition to the general requirements for administration, academics, media center, fine arts, athletics, food service, and all related support spaces. Additional details will be determined as the project is better defined.

1.1.2 The Project's physical characteristics:

The New Elementary School will be located on the existing Jackson Elementary site, with construction to commence and be completed while the existing facility remains in operation. The New Elementary is estimated by the district to be approximately 97,000 square feet and designed to best utilize the existing site to maximize long-term use. The project will be Phased Construction, in order to address site preparation and infrastructure, building construction, site construction, building demolition, final site construction and project close-out. Additional site design may be required to accommodate the relocation of existing playground equipment and / or ball diamonds within the boundaries of the site.

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

The Owner has established an initial overall Total Project Budget with funding of \$25,945,000 for all work related to this project on this site. The Total Project Budget shall include all Construction related costs, Building Demolition, Site Work, Professional Design Fees, Government Agency Fees, Fixtures, Furnishings and Equipment. Additional fundings details are unknown at this time and will be determined at a later date. ~~The Owner shall establish a final total project budget at the completion of the Design Development Documents.~~

1.1.4.4 Other milestone dates:

July 2022 – Owner Occupancy
July 2022 – Demolition of Existing Building completed
October 2022 – Final Project Closeout

1.1.9.2 Civil Engineer: Hall & Hall Engineers

2.5 The Architect shall maintain the following insurance until termination of this Agreement. ~~If any of the requirements set for 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.~~

The Architect shall carry and maintain at its own cost, with such companies as are reasonably acceptable to the Owner, with an A.M. Best rating of “A” or better, all liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement (or such longer period as may be required below), for damages caused or contributed to by the Architect, and insured the Architect against claims which may arise out of, or resulting from, the Architects services hereunder:

(i) Commercial General Liability (Occurrence Form) – Covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate \$2,000,000
Products/Completed Operations Aggregate \$2,000,000
Personal & Advertising Injury Liability \$1,000,000
Each Occurrence \$1,000,000
Property Damage/Fire Legal Liability \$300,000
Medical Payments \$5,000

The Owner will be listed as an Additional Insured on a primary and noncontributory basis. The Architect will also include a Waiver of Subrogation in favor of the Owner.

Governmental Immunities Endorsement shall also be included covering:

a) Non-waiver of Government Immunity

The insurance carrier expressly agrees and states that the purchase of this policy, including the Owner as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Owner under Iowa Code as it now exists and as it may be amended.

b) Claims Coverage

The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.

c) Assertion of Government Immunity

The Owner shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.

d) Non-Denial of Coverage

The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Owner under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Owner.

e) No Other Change in Policy

The insurance carrier and the Owner agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy. Coverage limits shall apply per project and per location

(ii) Automobile Liability

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 Per Accident Auto Liability coverage shall apply to all owned, non-owned and hired/rented vehicles.

The Architect will list the Owner as an Additional Insured on a primary and noncontributory basis.

The Architect will also include a Waiver of Subrogation in favor of the Owner.

(iii) Workers Compensation and Employment Practice Liability

Workers' Compensation State Statutory Limits

Employer's Liability – Bodily Injury By Accident \$100,000 each accident

Employer's Liability – Bodily Injury by Disease \$500,000 policy limit

Employer's Liability – Bodily Injury by Disease \$100,000 each employee

The Architect shall also include a Waiver of Subrogation in favor of the Owner.

(iv) Umbrella Liability

Per Occurrence \$5,000,000

Aggregate \$5,000,000

The Architect will list the Owner as an Additional Insured on a primary and noncontributory basis.

The Architect also will include a Waiver of Subrogation in favor of the Owner.

(v) Professional Liability

Per Claim Limit \$5,000,000

Aggregate Limit \$5,000,000

Architects Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services.

All of the aforementioned policies shall include a 30-Day Notice of Cancellation endorsement outlining the policies may not be cancelled, terminated or materially modified unless Owner has received at least thirty (30) days prior written notice.

To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and the Owners officers, directors, affiliates, employees, successors and assigns from and against claims, damages, losses and expenses, including but not limited to reasonable attorney's fees and costs of defense, arising out of or resulting from the performance of the Architects services, including loss of use therefrom, to the extent claims are caused by the negligent acts or omissions, willful misconduct, or strict liability of the Architect and/or its employees or the negligent acts or omission of the Architects consultants under contract, or anyone else for whose acts the Architect is legally liable. Such obligation shall not be construed to negate or reduce other rights or obligations in which the Owner may have as Additional Insured under any of the Architect's insurance policies. This indemnification shall include defending and promptly discharging any liens for services filed by any person or entity under contract with the Architect who claim to have furnished materials, equipment or services to the Architect on the Project for which the person or entity has not been paid, so long as such non-payment was not caused by Owners wrongful failure of payment to Architect for the materials, equipment or services made the subject to of the lien for services.

To the fullest extent permitted by law, in claims against the Owner and the Owners officers, directors, affiliates, employees, successors and assigns for bodily injury or death of any employee of the Architect, a subconsultant or anyone directly or indirectly employed by them or anyone for whose acts they may be liability, Architect shall defend, indemnify and hold harmless the Owner

and the Owners officers, directors, affiliates, employees, successors and assigns, including, but not limited to, reasonable attorney's fees, even if Owner or the Owners officers, directors, affiliates, employees, successors or assigns is alleged to be, concurrently negligent or at fault. This indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Architect or subconsultant under workers' compensation acts, disability benefit acts or other employee benefit acts, nor shall the same be limited by the types of limits of insurance carrier or to be carried by the Architect or any subconsultants pursuant to this Agreement or otherwise. Architect shall cause this provision to be included in all contracts with subconsultants. This indemnity obligation shall not apply to the Owner and the Owners officers, directors, affiliates, employees, successors and assigns' s sole negligence or willful misconduct.

2.5.1 DELETE

2.5.2 DELETE

2.5.3 DELETE

2.5.4 DELETE

2.5.6 DELETE

2.5.7 DELETE

2.5.8 DELETE

2.5.9 DELETE

2.5.10 DELETE

2.5.11 DELETE

3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, civil and electrical engineering services. ~~Any additional engineering or consulting services necessary to produce a reasonably complete and accurate set of Construction Documents as may be applicable to the Project will be provided as an additional service with appropriate compensation.~~ Services not set forth in this Article 3 are Supplemental or Additional Services.

3.2.8.3 The Architect has received authorization and direction from the Owner to proceed with the Design development Phase. ~~Significant~~ Material and substantial design changes requested after Owner's approval of Schematic Design may impact project schedule and incur additional professional fees.

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 program and scope of the Project and/or to the estimate of the Cost of the Work, take any action required under Section 6.5,** and request the Owner's approval. **Approval by the Owner shall be deemed to be approval of the concept only.**

3.3.4.3 The Architect has received authorization and direction from the Owner to proceed with the Construction Documents Phase. **Material and substantial** design changes requested after Owner's approval of Design Development that impact building systems or envelope may impact project schedule and incur additional professional design or engineering fees.

3.4.3 During the development of the Construction Documents, the Architect shall **develop and prepare, with the Owner's assistance** ~~assist the Owner in the development and preparation of~~ (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of 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.

3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to **the program and scope of the Project and/or to the estimate of the Cost of the Work, take any action required under Section 6.5,** and request the Owner's approval. **Material and substantial** design changes requested during Construction Documents that impact building systems or envelope may impact project schedule and will incur additional professional design or engineering fees. **Approval by the Owner shall be deemed to be approval of the concept only.**

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

3.5.2.4 DELETE AND ADD THE FOLLOWING

3.5.2.4 In the event the lowest responsive, responsible bid (or bids) exceeds the final estimate of the Cost of the Work provided by 10%, ~~the Architect pursuant to this Agreement,~~ the Architect, in consultation with and at the direction of the Owner, shall provide such modification(s) in the Contract Documents as shall be necessary to bring the cost of the project within the project's budget as established by the Architect's final estimate of the Cost of the Work unless the parties agree otherwise.

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 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 A201-2017 General Conditions of the Construction Contract, the interpretation most favorable to the project shall control.

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)~~ **twelve (12)** month pre-warranty "walk through" with follow-up on any necessary warranty items until the expiration of the 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.

3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, ~~or as otherwise required in Section 4.2.3;~~ to **observe and** become generally familiar with the progress and quality of the ~~portion of the Work completed;~~ and to determine, ~~in general,~~ **for the Owner's benefit and protection** 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 proceeding in accordance with the intent of the Contract Documents and the construction schedule. **As needed, the Architect shall attend all construction progress meetings in conjunction with or in addition to visiting the site in satisfaction of other responsibilities. The Architect shall use the standard of care set out in Section 2.2 of this Agreement to guard the Owner against defects and deficiencies in the Work and the Contractor's failure to carry out the Work in accordance with the Contract Documents and the construction schedule. On the basis of his on-site observations, the Architect shall keep the Owner informed of the progress and quality of the Work and shall give prompt notice to the Owner in writing of any major or material deviations from the Contract Documents in the Work.** 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 shall provide architectural services made necessary by major defects or deficiencies in the work of the Contractor which should have been discovered by the Architect in its exercise of the standard of care set out in Section 2.2. of this Agreement and promptly reported to the Owner and Contractor(s) but which the Architect failed to discover and/or report.**

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.~~ With the Owner's provided input and the intent expressed in the contract documents, the Architect's decisions on matters relating to aesthetic effect shall be final. ~~if consistent with the intent expressed in the Contract Documents.~~

3.6.2.8 ~~Ten (10)~~ **twelve (12)** months after ~~substantial~~ **final** 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.

3.6.4.2 In accordance with the Architect approved submittal schedule, the Architect shall review and approve or take other appropriate action upon 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 and~~ **applicable laws, statutes, ordinances, codes, rules and regulations. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.** Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions and quantities ~~and or for substantiating instructions for~~ installation or performance of equipment or systems ~~designed by the Contractor, which are the Contractor's responsibility~~ **all of which remain the responsibility of the Contractor to the extent required by the Contract Documents.** The Architect's review shall not constitute approval of safety precautions or, ~~unless otherwise specifically stated by the Architect,~~ of 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. **When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.**

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 request 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.

3.6.5.1 The Architect may order minor changes in the Work 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. ~~Subject to Section 4.2,~~ the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

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

4.1.1.30 ~~DELETED~~

4.1.2.1.2 ~~DELETED~~

4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault **or negligence** of the Architect **or the Architect's agents, employees or consultants**, 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.

4.2.1.2 ~~DELETED~~

4.2.1.3 Changing or editing previously prepared Instruments of Service necessitated by **the enactment or revision** ~~official interpretations of applicable codes, laws or regulations or official interpretations 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.~~

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 qualify as 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 that 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 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~~ **Contractor** 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 more than 30 days out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are clearly negligent and not prepared in accordance with 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 and are repeatedly submitted following two onsite meetings to communicate process and expectations;
- .3 Preparing Change Orders and Construction Change Directives that require the preparation or revision of Instruments of Service resulting from the contractor's negligent actions;
- .4 Evaluating and more than ten (10) formal claims as the Initial Decision Maker; or,
- .5 Evaluating and making subsequent revisions to Instruments of Service resulting from material and substantial 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 4.3.2 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 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.

4.2.3.5 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)~~ **twelve (12)** 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 ~~60~~ **90** days after ~~(1)~~ the date of ~~Substantial~~ **Final** Completion of the Work ~~or (2) the initial date of Substantial~~

~~Completion identified in the agreement between the Owner and Contractor, whichever is earlier,~~ shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

4.2.5 If the services covered by this Agreement have not be completed within ~~sixty (60)~~ **ninety (90)** days of the date of **Substantial Final** Completion through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services at standard hourly rates or an amount as mutually agreed for each additional week of service.

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. **The Owner shall, with the Architect's assistance, develop 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.

5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, **but the Owner's failure or omission to do so shall not relieve the Architect of the Architect's responsibilities hereunder and the Owner shall have no duty of observation, inspection or investigation.**

5.13 ~~Before executing the Contract for Construction, the Owner 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.

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 terminate 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.~~

6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, **without additional compensation,** shall modify the Construction Documents as necessary 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; 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 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 fo 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.

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 method of binding dispute resolution selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of ~~Final Substantial~~ Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

8.1.3 Delete

8.3.4.1 Delete

8.3.4.2 Delete

8.3.4.3 Delete

8.4 Delete

9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement **except that payment may be withheld from the Architect 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 DELETE AND SUBSTITUTE WITH THE FOLLOWING:

9.2 If Owner suspends the Project **for more than sixty (60) consecutive days**, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's ~~shall be compensated~~ **compensation shall be equitably adjusted to provide** for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

9.6 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, **and Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.**

9.7 Delete

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

9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 ~~and Section 9.7.~~

10.6 DELETE AND SUBSTITUTE WITH THE FOLLOWING:

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.~~ **The Architect shall not knowingly specify or approve for use in the Project any new materials containing asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If the Architect discovers that such substances as described herein have been used or do exist in the Project, the Architect shall promptly notify the Owner in writing. When asbestos containing materials, polychlorinated biphenyl (PCB) or other toxic or hazardous substances are suspected or found in the course of the Project, the Owner shall immediately provide the services of an appropriately qualified expert or consultant to determine the proper course of action. 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.**

11.1.1 Stipulated Sum, determined as a fixed fee of 6% of the agreed contract amount for construction. ~~Owner's approved Budget for new Construction.~~ Initial fees of \$1,200,000 will be established as 6% of ~~new~~ estimated construction costs of \$20,000,000. Final Fees will be

determined and adjusted for the final issued contract amount for construction. ~~at the completion of 50% construction documents.~~

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.~~

11.5.2 DELETE

11.6.1 DELETE

11.8.1.1 DELETE

11.8.1.8 DELETE

11.8.1.9 DELETE

11.8.1.12 Other similar Project-related expenditures **with prior written approval from the Owner.**

11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants ~~plus ten percent (10%) of the expenses incurred.~~

11.9 DELETE

11.10.1.2 DELETE

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~~ **forty-five (45) days from the date of the Architect's invoice.** Amounts unpaid ~~thirty (30)~~ **forty-five (45)** days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

11.10.2.2 DELETE

OWNER
Cedar Rapids Community School District

ARCHITECT
OPN Architects, Inc.

President, Board of Directors

Designated Representative

CONSENT AGENDA

BA-21-117 Fiscal Year 2021 Line Item Budget (David Nicholson)

Information Item

Pertinent Fact(s):

1. The Fiscal Year 2021 Line Item Budget will be incorporated into our District Website under the Accounting Budgeting page within the Business Services Department (<http://www.cr.k12.ia.us/departments-services/accounting-and-budgeting/>). Instead of a PDF budget book, the budget will be linked to multiple pdf documents. The process of finalizing these documents with the appropriate link is projected to be completed by October 12th.
2. Information available for viewing includes budget adjustment specifics, basics of Iowa School Finance, and long-term financial trend information on all the District's funds.

CONSENT AGENDA

BA-21-118 Agreement - Cedar Rapids Community School District and Salvation Army, Cedar Rapids Public Library, For Oaks, and First Lutheran Church - Community Partner Hub Sites - 2020-2021 School Year (Nicole Kooiker/ Justin Blietz)

Exhibit: BA-21-118.1-8

Action Item

Pertinent Fact(s):

The purpose of the Agreement is to provide support to impacted students and families in the CRCSD's attendance zone. As Covid-19 and the recent Derecho have heavily impacted our communities, it is important that we ensure equity of access and resources to all our students. The partnerships provide internet access and structured work environments for affected students in grades 6-12.

Recommendation:

It is recommended that the Board of Education approve the Agreements between Cedar Rapids Community Schools and Salvation Army, Cedar Rapids Public Library, Four Oaks, and First Lutheran Church, as Community Hub Sites for the 2020-2021 School Year.

AGREEMENT BETWEEN THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND THE SALVATION ARMY

THIS AGREEMENT is made and entered into on September 16, 2020 by and between the Cedar Rapids Community School District and the Salvation Army. The parties agree as follows:

1. **PURPOSE.** The purpose of this agreement is to provide support to impacted students and families in the Cedar Rapids Community School District attendance zone. As Covid 19 and the recent natural disaster has heavily impacted our communities, it is important we are ensuring equity of access and resources to all of our students. This partnership will provide internet access and structured work environments for affected students in grades 6-12.
2. **TERM.** The term of this Agreement shall be from September 21, 2020 to January 22, 2021. The parties hereto agree this Agreement shall be effective upon its execution by both parties and the duration shall be coterminous with the provisions contained herein.

3. RESPONSIBILITIES OF THE PARTIES

Cedar Rapids Community School District shall be responsible for the following.

- A. Staffing for liability and supervision of students
- B. PPE for staff and students
- C. Educational tools and materials for students

The Salvation Army shall be responsible for the following.

- A. Providing space for students to work at the following locations:
 - Cedar Rapids Salvation Army
- B. Providing access to wifi

4. **CONTACT PERSON.** The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. The Contact persons are as follows:

<p><u>Justin Blietz</u> Director of Culture and Climate Transformation Cedar Rapids Community School District 2500 Edgewood Road NW Cedar Rapids, Iowa 52405 (319) 558-4329</p>	<p><u>Chad Feight</u> Salvation Army 1000 C Ave NW Cedar Rapids, Iowa 52405</p>
--	--

Cedar Rapids Community School District

Nancy Humbles: _____

Date: _____

Salvation Army

Chad Feight: _____

A handwritten signature in black ink, appearing to read 'Chad Feight', written over a horizontal line.

Date: 10/1/20

AGREEMENT BETWEEN THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND CEDAR RAPIDS PUBLIC LIBRARY

THIS AGREEMENT is made and entered into on September 16, 2020 by and between the Cedar Rapids Community School District and the Cedar Rapids Public Library. The parties agree as follows:

1. **PURPOSE.** The purpose of this agreement is to provide support to impacted students and families in the Cedar Rapids Community School District attendance zone. As Covid 19 and the recent natural disaster has heavily impacted our communities, it is important we are ensuring equity of access and resources to all of our students. This partnership will dedicate a portion of the Cedar Rapids Public Library to operate as a satellite school location for the Cedar Rapids Community School District, and will provide internet access and structured work environments for affected students in grades 6-12.
2. **TERM.** The term of this Agreement shall be from September 21, 2020 to January 22, 2021. The parties hereto agree this Agreement shall be effective upon its execution by both parties and the duration shall be coterminous with the provisions contained herein.

3. RESPONSIBILITIES OF THE PARTIES

Cedar Rapids Community School District shall be responsible for the following.

- A. Staffing for liability and supervision of students
- B. PPE for staff and students
- C. Educational tools and materials for students

The Cedar Rapids Public Library shall be responsible for the following.

- A. Providing a physical location and dedicated space to be utilized by Cedar Rapids Community School District students and staff at the following locations:
 - Cedar Rapids Public Library Downtown – Beems A/B
- B. Providing access to Cedar Rapids Public Library wifi

4. **CONTACT PERSON.** The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. The Contact persons are as follows:

<u>Justin Blietz</u> Director of Culture and Climate Transformation Cedar Rapids Community School District 2500 Edgewood Road NW Cedar Rapids, Iowa 52405 (319) 558-4329	<u>Amber McNamara</u> Cedar Rapids Public Library 450 5 th Ave SE Cedar Rapids, Iowa 52401
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Cedar Rapids Community School District

Nancy Humbles: _____

Date: _____

Cedar Rapids Public Library

Dara Schmidt: Dara Schmidt

Date: 10/1/20

AGREEMENT BETWEEN THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND FOUR OAKS

THIS AGREEMENT is made and entered into on August 9, 2020 by and between the Cedar Rapids Community School District and Four Oaks Family and Children's Services (Four Oaks). The parties agree as follows:

1. **PURPOSE.** The purpose of this agreement is to provide support to impacted students and families in the Cedar Rapids Community School District attendance zone. As Covid 19 and the recent natural disaster has heavily impacted our communities, it is important we are ensuring equity of access and resources to all of our students. This partnership will provide internet access and structured work environments for affected students in grades 6-12.
2. **TERM.** The term of this Agreement shall be from August 14, 2020 to January 22, 2021. The parties hereto agree this Agreement shall be effective upon its execution by both parties and the duration shall be coterminous with the provisions contained herein.

3. RESPONSIBILITIES OF THE PARTIES

Cedar Rapids Community School District shall be responsible for the following.

- A. Staffing for liability and supervision of students
- B. PPE for staff and students
- C. Educational tools and materials for students

Four Oaks shall be responsible for the following.

- A. Providing space for students to work at the following locations:
 - Jane Boyd
 - Four Oaks – Bridge Location
 - Four Oaks – D St. Location
 - Paul Engel Center
 - Hawthorne Hills – C St SW
- B. Providing internet hot spots with the support of United Way
- C. Provide social, emotional and health supports and community based services for students for students who are referred and have appropriate consent agreements

<p><u>Justin Blietz</u> Director of Culture and Climate Transformation Cedar Rapids Community School District 2500 Edgewood Road NW Cedar Rapids, Iowa 52405</p>	<p><u>Megan Isenberg</u> Jane Boyd Director 943 14th Ave SE Cedar Rapids, IA 52401 Phone: (319) 269-3817</p>
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(319) 558-4329	
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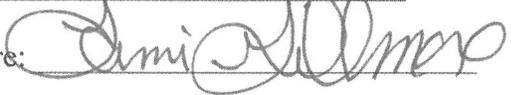
4. **CONTACT PERSON.** The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. The Contact persons are as follows:

Cedar Rapids Community School District

Nancy Humbles (Board President): _____

Date: _____

Four Oaks Family and Children's Services

Tami Gillmore: 

Date: 10-1-20

**AGREEMENT BETWEEN THE CEDAR RAPIDS COMMUNITY SCHOOL
DISTRICT AND FIRST LUTHERAN**

THIS AGREEMENT is made and entered into on September 16, 2020 by and between the Cedar Rapids Community School District and First Lutheran Church. The parties agree as follows:

1. **PURPOSE.** The purpose of this agreement is to provide support to impacted students and families in the Cedar Rapids Community School District attendance zone. As Covid 19 and the recent natural disaster has heavily impacted our communities, it is important we are ensuring equity of access and resources to all of our students. This partnership will provide internet access and structured work environments for affected students in grades 6-12.
2. **TERM.** The term of this Agreement shall be from September 21, 2020 to January 22, 2021. The parties hereto agree this Agreement shall be effective upon its execution by both parties and the duration shall be coterminous with the provisions contained herein.

3. RESPONSIBILITIES OF THE PARTIES

Cedar Rapids Community School District shall be responsible for the following.

- A. Staffing for liability and supervision of students
- B. PPE for staff and students
- C. Educational tools and materials for students

First Lutheran Church shall be responsible for the following.

- A. Providing space for students to work at the following locations:
 - First Lutheran Church
- B. Providing internet hot spots with the support of United Way

4. **CONTACT PERSON.** The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. The Contact persons are as follows:

<p><u>Justin Blietz</u> Director of Culture and Climate Transformation Cedar Rapids Community School District 2500 Edgewood Road NW Cedar Rapids, Iowa 52405 (319) 558-4329</p>	<p><u>Tammy Horak</u> First Lutheran Church 1000 3rd Ave SE Cedar Rapids, Iowa 52403</p>
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Cedar Rapids Community School District

Nancy Humbles : _____

Date: _____

First Lutheran Church

Tammy Horak: Tammy Horak

Date: 10/6/2020

ADMINISTRATION

BA-21-119 **Resolution - Issuance of Not to exceed \$45,000,000 School Infrastructure Sale, Services and Use Tax Revenue Refunding SAVE Bonds, in One or More Series (David Nicholson)**

Exhibit: BA-21-119.1-5

Action Item **Motion/2nd/Roll Call**

Strategic Plan/Focus Areas

- Culture
- Student Learning
- Workforce
- Systems and Resources

Pertinent Fact(s):

1. At the September 28, 2020 Board meeting, the Board approved moving forward with the refinancing of the \$30 million in outstanding SAVE bonds. Adjusted for inflation, the net present value of savings is estimated to be \$1.8 million in today's dollars.
2. A Public Hearing was held at 5:30 p.m. pursuant to the provision of Chapters 423E and 423F of the Code of Iowa.
3. After the Board's consideration or any written and/or oral objections presented during the Public Hearing, the recommended Board action is to give final approval to the Resolution.
4. The legislature approved HF546 which extended the SAVE penny tax until 1/01/2051. This law requires the District to hold a public hearing for all new and refinancing of existing debt. After the hearing, a petition may be presented for up to, but not more than, 15 days after the hearing, calling for an election of the bonds (simple majority to pass).

Recommendation:

It is recommended that the Board of Education approve the Resolution for the Issuance of Not to Exceed \$45,000,000 School Infrastructure Sale, Services and Use Tax Revenue Refunding Bonds, and Taking Additional Action Thereon.

MINUTES FOR HEARING AND
RESOLUTION ON THE ISSUANCE OF
SCHOOL INFRASTRUCTURE SALES,
SERVICES AND USE TAX REVENUE
REFUNDING BONDS (2020B)

497698-11

Cedar Rapids, Iowa

October 12, 2020

The Board of Directors of the Cedar Rapids Community School District met on the above date at 5:30 o'clock p.m., at the Educational Leadership & Support Center, Cedar Rapids, Iowa.

[The Board is conducting this meeting in person and by electronic means due to federal and state government recommendations in response to COVID-19 pandemic conditions. Electronic access information was included in the posted agenda of this public meeting.]

The meeting was called to order by the President of the Board, and the roll was called showing the following Directors present and absent:

Present: _____

Absent: _____.

• • Other Business • •

PUBLIC HEARING

This being the time and place specified for the public hearing on the proposal to issue not to exceed \$45,000,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, in one or more series, the President opened the hearing and called for any written or oral comments. The following named persons presented written or oral comments:

(Here list all persons presenting written or oral statements and summarize each presentation; if none, insert "none")

There being no further comments, the President announced that the hearing was closed.

After due consideration and discussion, Director _____ introduced the following resolution and moved its adoption, seconded by Director _____. The President of the Board put the question upon the adoption of said resolution, and the roll being called, the following Directors voted:

Ayes: _____

Nays: _____.

Whereupon, the President of the Board declared the motion duly carried and the resolution duly adopted, as hereinafter set out.

• • Other Business • •

At the conclusion of the meeting, and upon motion and vote, the Board adjourned.

President, Board of Directors

Attest:

Board Secretary

RESOLUTION NO. _____

Resolution determining to proceed with the issuance of not to exceed \$45,000,000 school infrastructure sales, services and use tax revenue refunding bonds, and taking additional action thereon

WHEREAS, the Cedar Rapids Community School District (the “School District”), in the County of Linn (the “County”), State of Iowa, is entitled to receive proceeds of a statewide sales, services and use tax for school infrastructure (the “School Infrastructure Tax”), the revenue from which is deposited into the State Secure an Advanced Vision for Education Fund and distributed to the School District pursuant to Section 423E.4 of the Iowa Code, as amended, (the “School Infrastructure Tax Revenues”) and which taxes are and will continue to be collected as set forth therein; and

WHEREAS, the School District has adopted a revenue purpose statement setting forth the purposes for which it may use the School Infrastructure Tax Revenues, including but not limited to school infrastructure projects, and such revenue purpose statement was approved by the authorized electors of the School District on November 5, 2019; and

WHEREAS, the School District issued its School District’s outstanding School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2015 (the “Series 2015 Bonds”) on June 1, 2015, and the Series 2015 Bonds are optional for redemption on July 1, 2020 or any business date thereafter upon the terms of par plus accrued interest; and

WHEREAS, it is now deemed advisable that the School District proceed to issue its School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, in one or more series, in an aggregate amount not to exceed \$45,000,000 (the “Bonds”), pursuant to the provisions of Chapters 423E and 423F of the Code of Iowa, for the purposes of (1) refunding the outstanding Series 2015 Bonds; (2) funding any required reserve funds; and (3) paying related costs of issuance and has published notice of the proposed action and has held a hearing thereon on October 12, 2020 and has not received any petition objecting to the issuance of the Bonds; and

WHEREAS, it is in the best interests of the School District to adopt this Resolution for the purpose of determining to proceed with the issuance of the Bonds;

NOW, THEREFORE, Be It Resolved by the Board of Directors of the Cedar Rapids Community School District, Iowa, as follows:

Section 1. The School District hereby determines to proceed with the issuance of the Bonds at its discretion in the future.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Cedar Rapids CSD
497698\00008\4837-3146-5398\2

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved October 12, 2020.

President, Board of Directors

Attest:

Board Secretary

Cedar Rapids CSD
497698\00008\4837-3146-5398\2

STATE OF IOWA
COUNTY OF LINN
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

SS:

I, the undersigned, Board Secretary of the Cedar Rapids Community School District, hereby certify that the above and foregoing is a true and correct copy of the minutes of a meeting of the Board of the School District, held as therein shown with respect to holding a hearing regarding the sale and issuance of School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, including a true, correct and complete copy of the resolution referred to in such minutes.

WITNESS MY HAND this _____ day of October, 2020.

Board Secretary

ADMINISTRATION

BA-21-120 Resolution - Authorize and Set Parameters for the Sale of School Infrastructure Sales, Services and Use Tax Revenue Bonds, and Approval of the Official Statement (Dave Nicholson)

Exhibit: BA-21-120.1-5 and Pocket Item Forthcoming

Action Item Motion/2nd/Roll Call

Strategic Plan/Focus Areas

- Culture
- Student Learning
- Workforce
- Systems and Resources

Pertinent Fact(s):

1. On March 9, 2020 the Board approved a Resolution to proceed with the Issuance of Not to Exceed \$295,945,000 School Infrastructure Sale, Services and Use Tax Revenue Bonds, in One or More Series for the construction of a new elementary school on the Jackson Elementary School site.
2. The Resolution authorizes:
 - a. Sets the parameters that will be followed for the sale of the bonds not to exceed \$10,000,000 at an interest rate not to exceed 2.70%.
 - b. Approval of the Official Statement

Recommendation:

It is recommended that the Board of Education approve the Resolution setting Parameters for the Sale of Bonds Not to Exceed \$10 Million at an interest rate not to exceed 2.70% and approve the Official Statement.

MINUTES TO APPROVE OFFICIAL
STATEMENT AND SETTING THE
PARAMETERS FOR SALE OF BONDS
(Series 2020A)

Cedar Rapids, Iowa

October 12, 2020

The Board of Directors of the Cedar Rapids Community School District met on the above date at 5:30 o'clock p.m., at the Educational Leadership & Support Center, Cedar Rapids, Iowa.

[The Board is conducting this meeting in person and by electronic means due to federal and state government recommendations in response to COVID-19 pandemic conditions. Electronic access information was included in the posted agenda of this public meeting.]

The meeting was called to order by the President of the Board, and the roll was called showing the following Directors present and absent:

Present: _____

Absent: _____.

****Other Business****

After due consideration and discussion, Director _____ introduced the following resolution and moved its adoption, seconded by Director _____. The President of the Board put the question upon the adoption of said resolution, and the roll being called, the following Directors voted:

Ayes: _____

Nays: _____.

Whereupon, the President of the Board declared the motion duly carried and the resolution duly adopted as hereinafter set out.

• • Other Business • •

At the conclusion of the meeting, and upon motion and vote, the Board adjourned.

President, Board of Directors

Attest:

Board Secretary

RESOLUTION NO. _____

Resolution to authorize and set parameters for the sale of school infrastructure sales, services and use tax revenue bonds, and to approve the Official Statement, a bond purchase agreement and other related documents

WHEREAS, the Cedar Rapids Community School District (the “School District”), in the County of Linn (the “County”), State of Iowa, is entitled to receive proceeds of a statewide sales, services and use tax for school infrastructure (the “School Infrastructure Tax”), the revenue from which is deposited into the State Secure an Advanced Vision for Education Fund and distributed to the School District pursuant to Section 423E.4 of the Iowa Code, as amended, (the “School Infrastructure Tax Revenues”) and which taxes are and will continue to be collected as set forth therein; and

WHEREAS, the School District has adopted a revenue purpose statement setting forth the purposes for which it may use the School Infrastructure Tax Revenues, including but not limited to school infrastructure projects, and such revenue purpose statement was approved by the authorized electors of the School District on November 5, 2019; and

WHEREAS, it is now deemed advisable that the School District proceed to issue its School Infrastructure Sales, Services and Use Tax Revenue Bonds, in one or more series, in an aggregate amount not to exceed \$10,000,000 (the “Bonds”), pursuant to the provisions of Chapters 423E and 423F of the Code of Iowa, for the purposes of (1) undertaking various school infrastructure projects, including but not limited to furnishing, equipping, constructing, improving, repairing, and renovating school buildings and improving sites, including one or more new elementary school buildings and related parking and site improvements, and (2) paying related costs of issuance and has published notice of the proposed action and has held a hearing thereon on March 9, 2020 and has not received any petition objecting to the issuance of the Bonds; and

WHEREAS, the Board now deems it advisable and necessary that offering documents be prepared describing the Bonds and setting out the terms and conditions of their sale (collectively, the “Official Statement”), and to authorize the President of the Board and the Board Secretary to execute and deliver one or more bid forms or purchase agreements for sale of the Bonds (collectively, a “Bond Purchase Agreement”) subject to certain parameters set forth herein;

NOW, THEREFORE, It Is Resolved by the Board of Directors of the Cedar Rapids Community School District, as follows:

Section 1. Pursuant to Section 75.14 of the Code of Iowa, the Board hereby authorizes the use of electronic bidding procedures for the sale of the Bonds through PARITY®, and hereby finds and determines that the PARITY® competitive bidding system will provide reasonable security and maintain the integrity of the competitive bidding process and will facilitate the delivery of bids by interested parties under the circumstances of this sale.

Section 2. The Superintendent, the Board Treasurer and/or the Board Secretary, in consultation with the School District's legal counsel and Piper Sandler & Co. (the "Financial Advisor"), are hereby authorized to sell the Bonds in accordance with this Resolution.

Section 3. The Superintendent, the Board Treasurer, the Board Secretary and other officials of the School District are authorized to take such action as shall be deemed necessary and appropriate to prepare the Official Statement.

Section 4. The use of one or more preliminary Official Statements (collectively, a "Preliminary Official Statement") relating to the sale of the Bonds in substantially the forms as has been presented to and considered by the Board is hereby approved, and the Financial Advisor and the underwriter are each hereby authorized to use a final Official Statement substantially in the form of said Preliminary Official Statement but with such changes therein as are required to conform the same to the terms of the Bonds and the authorizing resolution for the Bonds, when adopted, providing for the sale and issuance of the Bonds, and the Board Secretary is hereby authorized and directed to execute a final Official Statement, if requested.

The Financial Advisor is hereby authorized and directed to disseminate the terms of offering, in compliance with the Internal Revenue Service regulations governing "Issue Price" determinations, substantially in the form of the terms of offering attached to the Preliminary Official Statement. The Preliminary Official Statement as of its date is deemed final by the School District within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 5. The Board hereby approves the issuance and sale of the Bonds in an aggregate principal amount not to exceed \$10,000,000 and at interests rates which result in a yield on the Bonds of not to exceed 2.70%, with the final terms and provisions substantially as set forth in the authorizing resolution and Preliminary Official Statement on file with the Board. The President of the Board and the Board Secretary, or their designees are authorized and directed to execute and deliver a Bond Purchase Agreement for the Bonds in the form substantially similar to that included in the Preliminary Official Statement. The final pricing terms shall be finally determined and approved by the President, the Superintendent, the Board Treasurer and/or Board Secretary in accordance with these parameters.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved October 12, 2020.

President, Board of Directors

Attest:

Board Secretary

STATE OF IOWA
COUNTY OF LINN
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

SS:

I, the undersigned, Secretary of the Board of Directors of the Cedar Rapids Community School District, do hereby certify that the above and foregoing is a true and correct copy of the minutes of a meeting of the Board, held as therein shown, including a true and correct copy of the resolution regarding the sale of not to exceed School Infrastructure Sales, Services and Use Tax Revenue Bonds including a true, correct and complete copy of such resolution.

WITNESS MY HAND hereto affixed this _____ day of October, 2020.

Board Secretary

ADMINISTRATION

BA-21-121 **Approval - Resolution to Participate in the Instructional Support Program (ISL)**
(Dave Nicholson)

Exhibit: BA-21-121.1-4

Action Item **Motion/2nd/Roll Call**

Strategic Plan/Focus Areas

- Culture
- Student Learning
- Workforce
- Systems and Resources

Pertinent Fact(s):

1. The Board received information on September 14, 2020 regarding the use of the existing Instructional Support Program and the need to renew beginning in FY 2022. The current Board-approved five year Instructional Support Program is set at the legal maximum 10% of regular program cost and allows the use of income surtax as a funding stream in addition to the required local property tax and (potential) ISL State Aid funding streams.
2. On September 28, 2020, the Board took action to approve scheduling of the ISL Public Hearing.
3. The Board is asked to consider approval of the Resolution to participate in the Instructional Support Program. Highlights of the Resolution include:
 - I. Board-approved Instructional Support Program: Duration 5 years – FY's 2022-2026
 - II. The additional funding for the Instructional Support Program for a budget year shall be determined annually and shall not exceed ten percent (10%) of the total regular program district cost for the budget year.
 - III. Moneys received by the District for the Instructional Support Program may be used for any general fund purpose.
 - IV. Instructional Support Program shall be funded by instructional support state aid (potentially) and a combination instructional support property tax and income surtax.

Recommendation:

It is recommended that the Board of Education approve the Resolution to Participate in the Instructional Support Program.

AGENDA ITEM

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Instructional Support Levy

Hearing on Proposed Resolution to Continue Participation in the Instructional Support Program

Action on Resolution to Continue Participation in the Instructional Support Program

RESOLUTION OF PARTICIPATION

Director _____ introduced and caused to be read the Resolution hereinafter set out and moved its adoption; seconded by Director _____; after due consideration by the Board, the President put the question upon the adoption of said Resolution and the results of the roll call vote were:

Aye _____
DIRECTORS

Nay _____
DIRECTORS

Whereupon the President declared said Resolution duly adopted as follows:

WHEREAS, the Board deems it necessary and desirable to continue to provide additional funding for the Cedar Rapids Community School District generated by participation in an Instructional Support Program; and

WHEREAS, pursuant to duly published notice, the District held a public hearing on the question of participation in such a program; and

WHEREAS, the District wishes to take action to adopt a Resolution to participate in an Instructional Support Program;

NOW, THEREFORE, be it resolved by the Board of Directors of the Cedar Rapids Community School District, Linn County, State of Iowa, as follows:

The Board of Directors of the Cedar Rapids Community School District, Linn County, State of Iowa, does hereby resolve to participate in the Instructional Support Program for a period of five (5) years, to levy annually, as determined by the Board, an instructional support property tax which will be levied annually upon the taxable property within the District, commencing with the levy of property taxes for collection in the fiscal year beginning July 1, 2021, and an instructional support income surtax imposed annually for each budget year, the percent of income surtax (not to exceed twenty percent (20%)) to be determined annually by the Board for each budget year to be imposed upon the state individual income tax of each individual income taxpayer resident in the District on December 31, 2021, and each year thereafter.

The funds thus collected, when combined with Instructional Support State Aid shall not exceed ten percent (10%) of the regular program district cost, including the budget adjustment pursuant to Iowa Code section 257.14 for any budget year. Instructional Support Program funds may be used for any general fund purpose.

That all resolutions or orders or parts thereof in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Passed and approved October 12, 2020.

President, Board of Directors

Attest:

Secretary, Board of Directors

CERTIFICATE

STATE OF IOWA)
)
 ss:
COUNTY OF LINN)

I, the Secretary of the Board of Directors of the Cedar Rapids Community School District, Linn County, State of Iowa, certify that attached is a complete copy of the portion of the corporate records showing proceedings of the Board meeting held on the date indicated in the attachment and remain in full force and effect; that the meeting and all action was publicly held in accordance with a notice of meeting and a tentative agenda which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the agenda is attached) pursuant to the local rules of the Board and the provisions of Iowa Code chapter 21 and upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named lawfully possessed their respective offices as indicated, that no Board vacancy existed except as stated and that no controversy or litigation is pending or threatened involving the incorporation, organization, existence or boundaries of the School or the right of the individuals named as officers.

DATED this _____ day of August, 2020.

Secretary, Board of Directors
Cedar Rapids Community School District

ADMINISTRATION

BA-21-122 Architecture Update (Noreen Bush)

Exhibit: Pocket Item Forthcoming

Information Item

Strategic Plan/Focus Areas

- Culture
- Student Learning
- Workforce
- Systems and Resources

Pertinent Fact(s):

1. The architects for the new elementary school project located on the Jackson Elementary School property will provide an overview of the process, plans, and timelines for construction.
2. Superintendent Bush and Jon Galbraith, Manager of Buildings & Grounds, will also provide an update on the new elementary school project located on the Coolidge Elementary School property.



SCHOOL BOARD CALENDAR

(Dates and times are tentative – please consult with the Board Secretary’s Office for more details)

2020- OCTOBER

Monday	Oct 12	5:30 pm	Board Regular Meeting	Via YouTube https://www.youtube.com/EngageCRschools/
Monday	Oct 26	5:30 pm	Board Work Session & Regular Meeting	Via YouTube https://www.youtube.com/EngageCRschools/

2020- NOVEMBER

Thursday	Nov 5	6:00 pm	UEN Annual Meeting	Virtual
Monday	Nov 9	5:30 pm	Annual & Board Regular Meetings	Via YouTube https://www.youtube.com/EngageCRschools/
Tuesday	Nov 10	5:30 pm	IASB Pre-Convention Workshop	Virtual
Tuesday	Nov 17	5:45 pm	IASB Delegate Assembly	Virtual
Wednesday/ Thursday	Nov 18/19		IASB Annual Convention	Virtual
Thurs/Fri	Nov 26/27		Holiday	Offices Closed

2020- DECEMBER

Monday	Dec 14	5:30 pm	Board Regular Meeting	Via YouTube https://www.youtube.com/EngageCRschools/
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MOMENT OF SILENCE – Linda Noggle

ADJOURNMENT – President Nancy Humbles

Board Meeting: Monday, October 12, 2020