

# Jasper County, Iowa

## Board of Supervisors

PO Box 944, Newton, IA Phone: 641-792-7016 Fax: 641-792-1053

Denny Carpenter

Doug Cupples

Brandon Talsma

**October 25, 2022**

9:30 a.m.

[www.jasperia.org](http://www.jasperia.org)

Live Stream: <https://jasper.zoom.us/j/97712718501>

Meeting ID: 977 1271 8501

Dial In: +1-312-626-6799

*- Anyone that has an item on the agenda must appear in person for the Board to consider it. -*

### Pledge of Allegiance



- Item 1**      **Human Resources – Dennis Simon**
  - a) Hiring Resolution for Elderly Nutrition Substitute Delivery Driver – Iva Powell
  
- Item 2**      **Engineer – Michael Frietsch**
  - a) Liberty Yard AE Services Agreement
  
- Item 3**      **Approval of Claims Paid through October 25, 2022**
  
- Item 4**      **Approval of Board of Supervisors Minutes for October 18, 2022**

**PUBLIC INPUT & COMMENTS**

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**JASPER COUNTY ENGINEER'S OFFICE**

910 N 11<sup>th</sup> Ave E  
Newton, Iowa 50208

(641) 792-5862  
FAX – (641) 791-7740



Michael J. Frietsch, P.E, FMP  
County Engineer  
[mfrietsch@jasperia.org](mailto:mfrietsch@jasperia.org)

October 19, 2022

To: Jasper County Supervisors

From: Michael J. Frietsch, P.E., FMP  
County Engineer

Re: Architectural-Engineering Services for Proposed Liberty Avenue Yard

Dear Supervisors,

The current secondary roads yard is located at least one and a half miles within the city limits of Newton. This distance adds travel time and introduces accident risk. Further, structures located on this yard are inadequately sized for today's equipment (size and weight) and exhibiting deficiencies due to age.

Our department is proposing a multi-year multi-phased approach to design and construct a new yard and associated structures. The new yard will be located along Liberty Avenue, north of the Sheriff's department building, greatly improving access to the county. Phase 1 of this project will involve the development of the eastern side of the new yard and the construction of a plow truck shed, salt storage structure, and fuel pumping and storage systems. Phase 1 completion will provide an enclosed heated space for plow trucks during the winter months, reducing the potential for mechanical failures due to outdoor storage, and enabling better response times to winter events. Later phases of the project will involve the development of the remaining yard area and a second access drive, and construction of a second outbuildings and an office-shop building.

Project will be delivered using the construction manager at risk (CMAR) method. Step one in this process is the selection of a Phase 1 project design team. A proposal was requested from Frevert-Ramsey-Kobes (frk) architects and engineers to lead the project design team. The team will also include Calhoun Burns and Associates and IMEG. This design team is experienced with similar projects for Webster, Keokuk, Henry, and Marion Counties.

frk architects and engineers is proposing to complete the Phase 1 design for a total stipulated sum of \$80,500 and provide construction administration services for an estimated \$13,400. This fee is reasonable for the projected total cost for Phase 1 (2.8% of a projected \$3.4 million total cost) and the in-scope services provided. Furthermore, the fee includes assisting the County through the CMAR selection process. Given their experience with similar past and current projects and the reasonable fee, our department respectfully requests the approval of the standard design services agreement with frk architects and engineers for the Liberty Avenue Yard Phase 1 design and construction services.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael J. Frietsch', is written in a cursive style.

Michael J. Frietsch, P.E., FMP  
County Engineer



October 12, 2022

Michael J. Frietsch, P.E., FMP  
County Engineer  
Jasper County Engineer's Office  
910 N 11th Ave E  
Newton, IA

Re: Proposal for Design Services  
Jasper County Maintenance – Phase 1 Outbuilding  
Jasper County Board of Supervisors

Dear Mr. Frietsch:

Thank you for the opportunity to submit a proposal for the above listed project as discussed in person on Monday, October 3, 2022 and through subsequent email correspondence. We are excited about working with you and your team in the design of your Outbuilding at your new maintenance facility site in Newton. Below is an overview of proposed services.

#### Scope

- Phase 1 to include a single-story, 11,520 SF Outbuilding with an estimated construction cost of \$1.1 MIL. This building will include space for road maintenance equipment, employee areas, toilet facilities, IT room and electrical service room.
- Architectural, Structural, and MEPT design services for Schematic Design, Design Development, Construction Documents, and Bid Phase as a fixed fee. To include:
  - Full design services
  - Code review and compliance
  - Coordination through bid phase with the County's Construction Manager at Risk, who will be secured during the start of the design phase
  - Coordination with the County's self-performed Civil design work
  - Coordination County's self-performed site survey
  - Review and coordination of County provided geotechnical report
  - Working with County on the Commercial New Construction (CNC) program with utility company if the project is eligible and the County elects to participate
- Construction administration services provided on an hourly basis to include:
  - Coordinate with the County's Construction Manager at Risk
  - Shop drawing review
  - Construction Meeting attendance as requested
  - Construction phase support through RFI responses, conference calls, issuance of ASI's, etc.
  - Punch List review of completed project
  - Close out documentation for Substantial and Final Completion
- Additional design assistance as requested for Site Lighting, Fuel Service Facility, and Power Generator Facility

### Proposed Design Team Members

- Architectural/Structural
  - Structural Engineering
  - MEPT Engineering
- frk architects+engineers  
Calhoun Burns and Associates  
IMEG

### Parameters

- Utilization of the AIA family of documents. Any revisions are subject to insurance & legal counsel review/acceptance.
- Reimbursable expenses to include printing & postage, Authority Having Jurisdiction (AHJ) project review fees, and travel
- Invoices will be submitted regularly proportional to work performed
- Sub-consultants to frk would be invoiced as a pass-through reimbursable expense
- Hourly rates to be provided if requested
- Design/Bidding Phases:
  - Schematic Design Phase: November, 2022
  - Design Development Phase/CMAR Selection: December, 2022
  - Construction Documents: January, 2023
  - GMP and Print for bidding: February, 2023
  - Bidding Phase: March, 2023
- Construction Administration Phase
  - Construction: March through September, 2023
  - Close Out: September/October, 2023

### Compensation

1. Building Design	\$67,500
2. Site Lighting Electrical Engineering Design Assistance	\$3,000 (Optional)
3. Emergency General Engineering Design Assistance	\$5,500 (Optional)
4. Fuel Systems Engineering Design Services	\$4,500 (Optional)
5. Construction Administration – Hourly	\$13,400 (Estimate)

### Additional Services if requested or required:

- BIM Modeling
- As Built Drawings
- Life Cycle Cost Analysis
- Arc Flash Hazard Analysis
- Building Renderings



If the scope or schedule changes significantly from what has been indicated, frk would be happy to visit with the client about costs incurred. Our expectation is that site civil survey, civil information documents and geotechnical reports are available for our use.

frk is very pleased to have this opportunity and thank you for your consideration. Please do not hesitate to contact us with any questions.

Sincerely,

frk architects + engineers

A handwritten signature in grey ink, appearing to read 'Thomas Wollan', with a long horizontal flourish extending to the right.

Thomas Wollan, AIA LEED AP



# JASPER COUNTY ENGINEERING

County Maintenance - Phase One Outbuilding

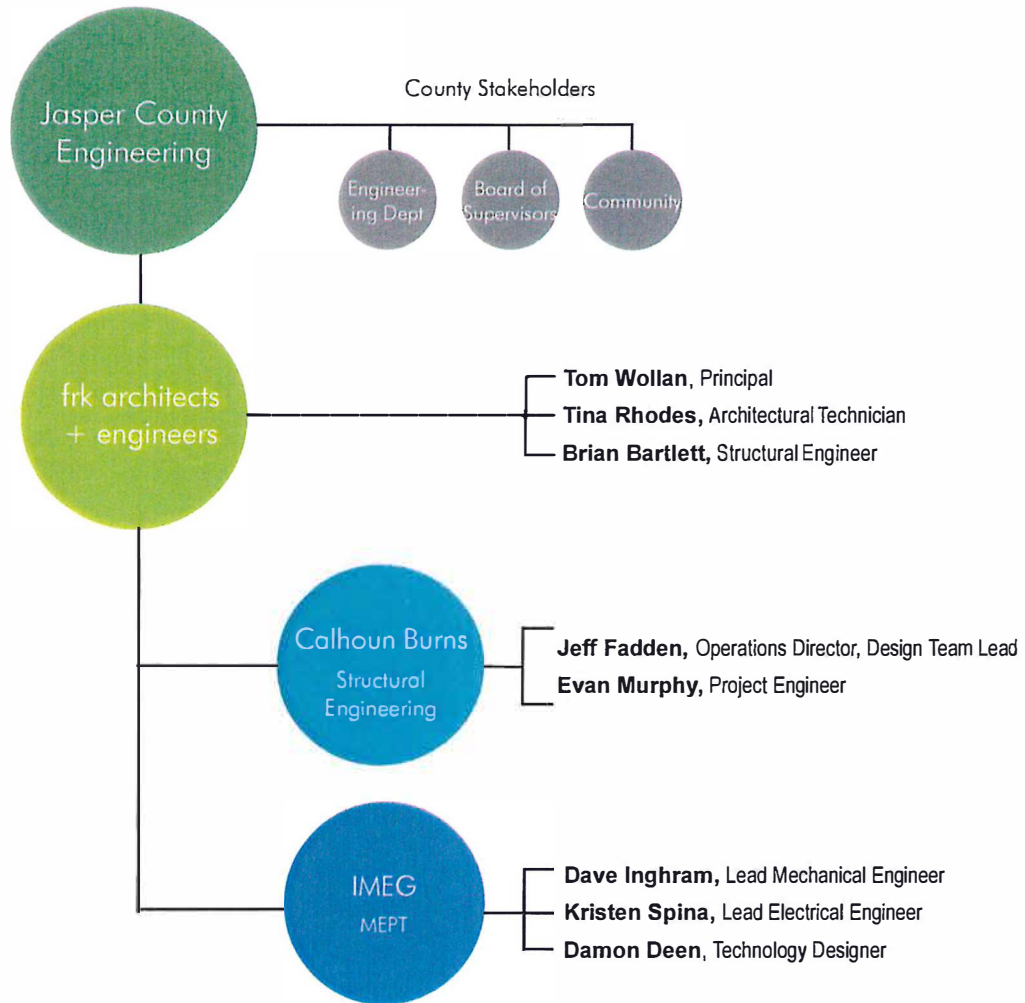
October, 2022

Design Team Information and Project List





# TEAM ORGANIZATION WITH CONSULTANTS





# FIRM PROFILES



frk architects + engineers, pc  
2600 Westown Parkway, Suite 340  
West Des Moines, IA 50266

Tom Wollan, AIA, Principal in Charge  
phone: 515/223-5100 email: twollan@frk-ae.com

## BY THE NUMBERS:

**16**  
employees

**95+**  
years of experience

**88%**  
repeat clientele

**1**  
team

## BRIEF DESCRIPTION:

**Longevity and Experience** - frk architects + engineers is a professional architectural-engineering firm located in central Iowa that has been serving clients since 1923. Our longevity and extensive experience has established us as one of the state's leading architectural firms. We understand that each client is unique and it's our job to evaluate their specific needs and present creative, cost effective options to achieve a successful project outcome.

**Full Service Design Firm** - frk coordinates complete architectural services including facilities studies, master planning, programming, architectural design, mechanical engineering, electrical engineering, structural engineering, civil engineering and interior design. We serve clientele from the public and private sectors, providing them with expertise in educational, public and commercial facilities.

**Focus** - frk places great importance on project outcome excellence through the highest quality of construction documents, a well-managed project delivery process, and keen listening skills. Nearly 100% of our work is in the public sector, so we have an in depth understanding of the public bidding process and the various ways organizations structure information gathering, decision making, and project oversight. We are flexible and attentive to all of our clients' needs and approaches.

**Philosophy** - frk architects + engineers is built on commitment and putting the needs of the client first while providing creative yet functional design. We excel in our ability to intelligently listen, ask questions, interpret, and work with you throughout the planning and design process to develop beautiful, functional, and economical facilities.



Since 1982, Calhoun-Burns & Associates has been engineering cost-effective and time-saving solutions for counties and cities across Iowa.

**Who We Are |** We're a team of engineers and technicians with experience in the quality design of new, replacement, rehabilitated structures, and more.

**Experienced from Start to Finish**

If it can be built, we've designed it. At CB&A, we have nearly 300 years of combined experience in civil engineering and structural engineering projects. We're proficient from design and permitting to

construction and inspection—with a track record of completing projects on-time and within budget

**Building Iowa's Roads and Bridges**

For nearly 40 years, we've been developing relationships with local governments across the state. Along with a commitment to safety, continuing education, and quality, our team of engineers can leverage those relationships and experiences to help simplify a complicated job.

## Bridge and Culvert Design and Rehabilitation

At CB&A, we've completed more than 2,100 bridge, culvert, and roadway projects. We inspect thousands of structures every year, and we've seen just about everything. Using these experiences as a tool, we can help our clients come up with a safe and cost-effective solution for the problem—and give honest answers for what will and won't work. Our team of engineers and technicians has taken on large, complex projects and routine designs, delivering quality rehabilitation and reconstruction on tight timelines and within narrow budgets.

## Special Project Design

Our team of engineers and technicians at CB&A have a diverse set of backgrounds, which they can apply to any new project. Through our work over the years, we've used that knowledge to design unique projects for communities across Iowa, like the Fleur Underpass, DMVW Flood Gates, Cedar Covered Bridge, and Webster and Keokuk County Maintenance Facilities.

It's exciting to think about implementing a new bridge design, but you also need to consider the time and cost involved with a major new project. Our team can give input on current methodologies and new regulations to ensure the design process will be efficient and cost-effective, while also providing input on what's achievable and what's not.

For more than 35 years, we've developed close relationships with consultants and contractors who specialize in unique and complex projects. Together, we can help your community solve unique problems and help build a unique, vibrant identity.



## Construction Services

Our team of engineers and technicians at CB&A has the experience and knowledge to ensure your construction project is built in accordance with the project plans and specifications. With Iowa DOT certifications, as well as experience working with government agencies, our staff can troubleshoot construction-related issues and provide timely solutions that will keep the gears moving when the clock is ticking.

# ABOUT Us

WWW.IMEGCORP.COM



We are employee-owned and results driven with a passion for transforming environments and communities through high-performance design and infrastructure.

## AT-A-GLANCE

- Top 15 Government Sector Engineering Firm in U.S.
- 175 clients (city and county)
- 500 projects (past 5 years)
- \$700M in construction value (past 5 years)
- 400+ Licensed Engineers
- 125+ LEED AP's

## PROJECT TYPES

Bus Stations / Garages  
City and Village Halls  
Parks and Recreation  
Police Stations  
Fire Stations  
Public Safety  
Public Works  
Maintenance Bays  
Water Treatment Facilities  
Wastewater Treatment Facilities

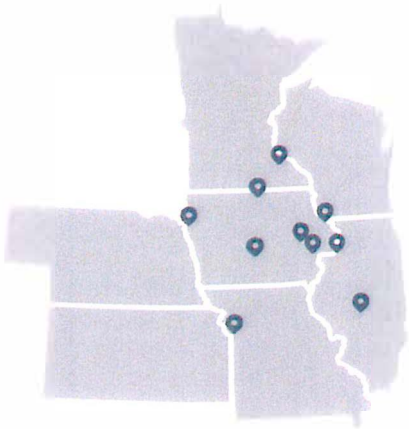
IMEG is a leading municipal government engineering design firm that delivers a rare combination — the broad expertise of a national leader with the personal relationships and deep collaboration of a local firm. But what really sets IMEG apart?

- Our **market-sector team structure** allows our engineers to specialize and become municipal experts – providing data-driven solutions and innovation.
- We value a **culture of learning** and development – sharing our knowledge to help impact industry trends and solve complex design problems.
- Through organic and strategic acquired growth we have an extensive **breadth of expertise and deep bench of client knowledge** – helping transform environments and communities.
- We have been driving design innovation for decades delivering many “firsts” in sustainable design – helping clients become **energy stewards** and reduce impact.
- We bring extensive national, regional, and local knowledge to every client relationship – with a commitment to deliver high quality, cost-effective outcomes through a **collaborative and flexible project approach**.

[CLICK HERE TO READ INDUSTRY INSIGHTS FROM IMEG EXPERTS.](#)



# FIRM SUMMARY



**Engineering Solutions  
Since 1961**

**Engineering Solutions  
Since 1961**

## LOCAL OFFICE

Jordan Kappos, P.E.  
3000 Westown Parkway  
West Des Moines, Iowa 50265  
515-225-8000 (p)  
jkappos@v-k.net

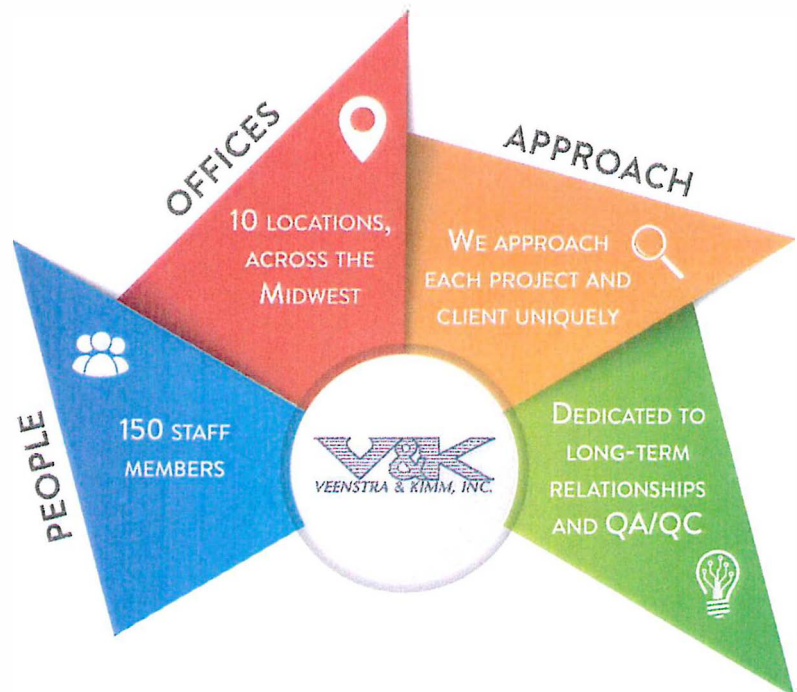
**59** Years in Business

**500** Repeat Clients

*We strive for high  
quality services on every  
assignment.*

Founded on the principle of providing quality services to municipal clients at a fair and reasonable price, Veenstra & Kimm, Inc. has grown to a staff level of more than 150 employees in 10 locations, serving in excess of 100 cities and counties across the Midwest.

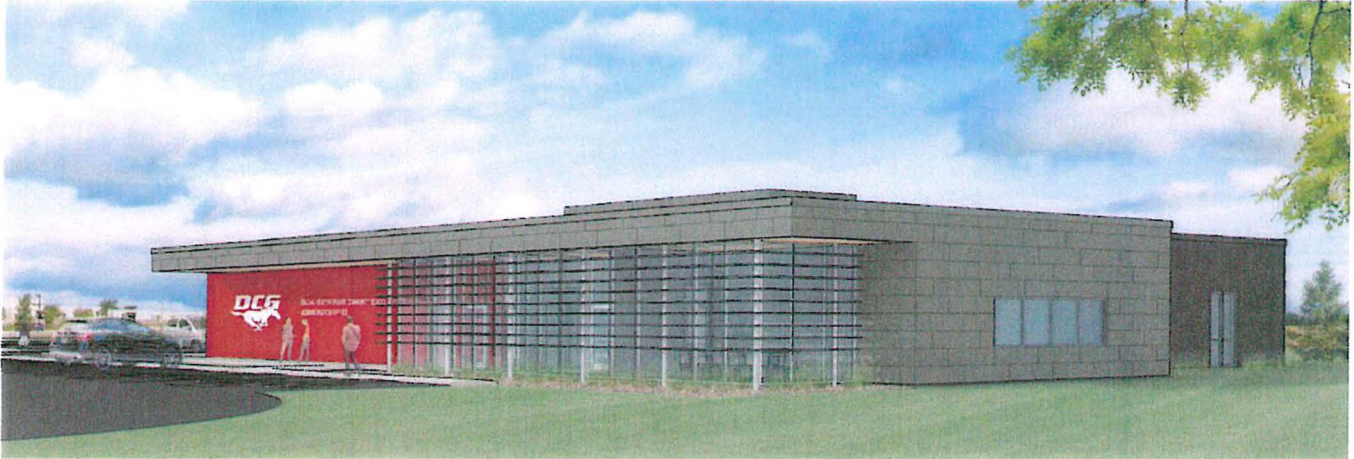
Our services are centered on the needs of our clients. We assist in project delivery through planning, concepting, budget and finance, preliminary and final design, easement procurement, construction administration and observation and record drawings.



Veenstra & Kimm, Inc.'s services include a wide range of planning, design and consulting services tailored for Iowa municipalities. Veenstra & Kimm, Inc.'s services include:

**Transportation planning**  
**Street and road improvements**  
**Streetscape improvements**  
**Water distribution systems**  
**Modeling and studies**  
**Water main improvements**  
**Water pumping improvements**  
**Water storage facilities**  
**Water supply**  
**Water treatment**  
**Sanitary sewer planning**  
**Sanitary sewer studies**  
**Sanitary and relief sewers**

**Sanitary pump stations**  
**Wastewater treatment facilities**  
**Stormwater planning**  
**NPDES permitting**  
**Storm drainage improvements**  
**Land use planning**  
**Comprehensive planning**  
**Zoning and subdivision**  
**Environmental consultation**  
**Geographic information services  
and mapping**  
**Financial planning and  
assistance**



## PROJECT APPROACH

Our team's approach to the Jasper County Maintenance Facility project will be comprehensive, thorough and timely. The ultimate goal is to effectively work together in providing a creative and functional facility for the County.

### OUR COMMITMENT

One of the qualities that sets our team apart is the long lasting relationships we have maintained with clients over the years. This points to the excellent service that we provide and our deep understanding of the needs of community facilities. We understand the constraints of operating budgets and the expense involved in operating these buildings today. With often limited funding to operate and maintain facilities, our clients frequently ask for solutions that are, among other things: durable, maintainable, sustainable, of lasting quality, flexible and energy efficient. These qualities equate to long-term operational savings which allow funds to be spent on other community needs. It's a win-win approach. We can provide a facility solution that is creative and functional; as well as a solution that is budget conscious (both first cost and long term operating costs), durable, and maintainable. This is what keeps our clients coming back.

### APPROACH

The most successful project is one borne from meaningful and timely collaboration between the design team members and the client. We design for you, not for ourselves. Throughout the design process we regularly meet and seek input from the client to make sure we are realizing your goals, staying within budget, and during construction helping to assure the construction aligns with the design. We are with you every step of the way.

### SCOPE OF SERVICES

- Building programming
- Architectural, Structural, mechanical, electrical and technology design
- Collaboration with the County's Construction Manager to develop cost opinion, facilitate the bidding process, and assist with Construction Administration



## PROJECT EXPERIENCE

On the following pages you will find examples of similar project types our team has worked on. For each you will see a construction cost listed. The fee for these projects ranged from 5.75% to 7% of construction cost depending on size and complexity. We would be happy to discuss fee proposals during the review and selection process.

# COUNTY MAINTENANCE FACILITIES WEBSTER COUNTY/KEOKUK COUNTY



### LOCATIONS

Otho, Iowa; Sigourney, Iowa

### OWNERS

Webster County/Keokuk County

### REFERENCES

Webster County: Randy Will,  
County Engineer - (515) 574-3730

Keokuk County: Andrew McGuire,  
County Engineer - (641) 622-2610

### SIZES

Webster County: 28,130 sf / 9,583 sf  
Keokuk County: 25,953 sf

### CONSTRUCTION COSTS

Webster County: \$3.9 M  
Keokuk County: \$2.8 M

### OCCUPANCIES

Webster County: 2017  
Keokuk County: 2019

frk teamed up with Calhoun Burns structural engineers and IMEG mechanical/electrical engineers to design maintenance facilities for both Webster and Keokuk Counties. Working closely with each county's engineer our team was responsive to the county's program needs and produced a set of documents that garnered favorable bid day numbers and successful outcomes.

In Webster County, through careful planning and a solid budgeting process, the project resulted in two separate buildings: one maintenance/storage facility and a second cold storage/Sheriff building. Integrated into each building are staff support spaces including offices, breakrooms, and toilet facilities.

For the Keokuk County facility, we used different colored metal panels and roof lines to differentiate the office wing from the main maintenance section of the building.

In both counties the buildings feature a highly energy efficient and comfortable in-floor radiant heating system which better regulates indoor temperatures in the high bay spaces that include multiple overhead sectional doors. Each building also incorporates an overhead crane to easily move heavy items throughout the space or onto a storage mezzanine. LED lighting is used throughout both projects for energy efficiency and light quality.

### TEAM

frk architects + engineers  
IMEG Corp.  
Calhoun-Burns & Associates





# COUNTY MAINTENANCE FACILITIES

## Out for bid/in design

# HENRY COUNTY/MARION COUNTY



### LOCATIONS

Mount Pleasant, Iowa; Knoxville, Iowa

### OWNERS

Henry County/Marion County

### REFERENCES

Henry County: Jake Hotchkiss  
County Engineer - (319) 385-0762  
Keokuk County: Tyler Christian,  
County Engineer - (641) 828-2225

### SIZES

Henry County: 8,000 sf Phase 1  
Marion County: 31,050 sf

### CONSTRUCTION COSTS

Cost Opinions

Henry County: \$650,000  
Marion County: \$5.4 MIL

### OCCUPANCIES

Henry County: 2023  
Marion County: 2024

Another pair of projects with the frk, Calhoun Burns and IMEG team to provided maintenance facilities in Mount Pleasant and Knoxville. Both projects are ongoing with completion dates in 2023 and 2024.

Henry County's facility for Phase 1 is an equipment storage building with integrated wash bay. Phase 2 work will include renovations and additions to the County's existing maintenance facility. This project is currently out for bid.

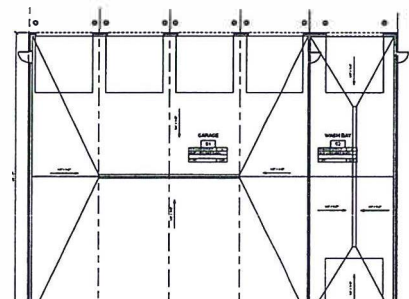
The work the team is doing for Marion County is currently in Design Development. The project is a full equipment storage and maintenance building with county maintenance staff offices and storage. The design is slated for completion in the first part of 2023 with a bid letting in early winter.

The frk, CBA, and IMEG design team is providing architectural, structural, mechanical, and electrical design services for each of these projects.

The county engineer for each county is providing civil design services. The construction delivery method for each will be Design/Bid/Build with a General Contractor bidding the work..

### TEAM

frk architects + engineers  
IMEG Corp.  
Calhoun-Burns & Associates



# WAUKEE COMMUNITY SCHOOL DISTRICT TRANSPORTATION AND OPERATIONS BUILDING



## LOCATION

Waukee, Iowa

## OWNER

Waukee Community School District

## REFERENCE

Kirk Johnson

Chief Operating Officer

(515) 987-5161

**SIZE** 13,700 sf / 24,000 sf

**CONSTRUCTION COST** \$7.5 M

**OCCUPANCY** 2016

## HIGHLIGHTS

- *Four service bays and one wash bay*
- *District / City fueling station*
- *Central receiving with truck dock and drive-in bays*
- *District operations offices and meeting rooms*

The Waukee Community School wanted to centralize and expand space assigned for transportation and operations throughout the district. The new development provides a building for its ever-growing transportation needs and a second building that serves as a central warehouse and operations base. Site development includes roads and parking for over 80 buses and parking for staff and visitors. A shared fueling station also serves the district and City of Waukee vehicles.

The transportation building houses bus service bays and a bus and vehicle wash bay. A mechanic's office and parts storage room is located adjacent to the service bays with additional storage in a mezzanine area. The building provides spaces for reception/secretarial/dispatch and transportation personnel offices. A driver meeting room is provided for assembly of all staff while also serving as the break room. The building is carefully designed for tight control of circulation to avoid unauthorized access.

A second building houses the district's purchasing, operations, and central receiving functions. A large central receiving area serves internal functions and provides large drive-in bays and one sunken truck dock. Storage areas are located on the main level and a large mezzanine level. Part of the building is finished in office areas and conferencing to serve personnel that service all of the district's buildings. There are additional bays in the building designated for Waukee's central carpenter, plumber, electrician, and grounds keeper.





# DALLAS CENTER-GRIMES COMMUNITY SCHOOL DISTRICT SCHOOL DISTRICT MAINTENANCE FACILITY



**LOCATION**

Grimes, Iowa

**OWNER**

Dallas Center-Grimes CSD

**REFERENCE**

Mr. Scott Grimes

Superintendent

(515) 992-3866

**SIZE** 7,260 sf

**CONSTRUCTION COST** \$1.8 M

**OCCUPANCY** 2015

**HIGHLIGHTS**

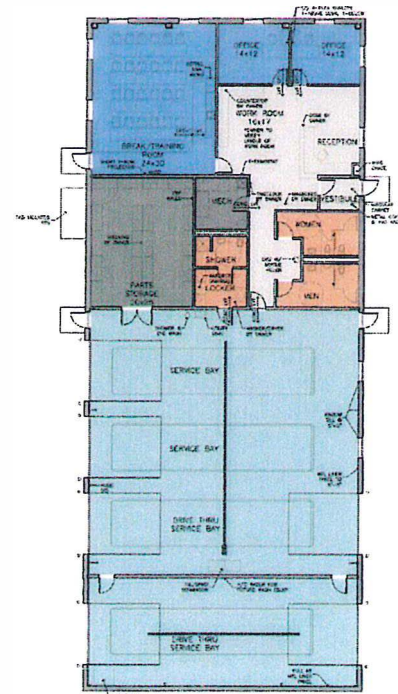
- *One central location provides greater efficiency of district's transportation and maintenance needs*
- *Economical, pre-engineered construction*

The transportation needs for the Dallas Center-Grimes school district were ever expanding. The district had multiple sites for parking buses, another location for maintenance and repair, and still another for large deliveries and storage. The solution was to create a new facility that would consolidate all of these needs into one location.

The new bus maintenance facility offers a three bay maintenance garage, a future wash bay and a bus parking lot that can easily be expanded to meet future needs. The maintenance facility also includes a large training room for bus driver education and offices for district personnel. The pre-engineered building was constructed economically and with future needs in mind. A second pre-engineered building with a loading dock that takes advantage of the large vehicle circulation was erected on the same site for deliveries and storage.

By eliminating multiple smaller facilities and combining them in one central location this facility provides

greater efficiency in the transportation needs of the district.





IMEG CORP | PROJECT PEOPLE



# CITY OF DES MOINES MUNICIPAL SERVICES CENTER

DES MOINES, IA



## NEW MUNICIPAL SERVICES CENTER

Pursuing LEED Certification

The Des Moines Municipal Services Center is a 240,000-sf facility building housing a majority of the public services divisions. The building includes a 55,000-sf fleet maintenance area, 36,000-sf of office, locker, training area and workout facility spaces; 12,000-sf division shop areas, and 287,000-sf of vehicle parking area. The project also includes a diesel and gasoline fueling station and three-stall wash bay.

The fleet maintenance areas and vehicle storage areas will be served with overhead radiant heat to maintain 55F and also served with gas fired makeup air units with heat recovery to provide code required space ventilation flowrates.

<b>SIZE</b>	215,000-sf
<b>COST</b>	\$55 million
<b>COMPLETION</b>	Est. 2022
<b>SERVICES</b>	Mechanical, Electrical, Plumbing, Fire Protection, Technology
<b>REFERENCE</b>	Jim Hoff - Facilities Manager City of Des Moines 515.248.6268 jmhoff@dmgov.org



# CONFIDENTIAL UTILITY COMPANY SERVICE CENTER

Ft. Dodge, IA

## NEW FACILITY

IMEG provided mechanical, electrical, plumbing, fire protection, and technology engineering design, along with construction administration services, for the new 71,000-sf service center which houses offices, conference rooms, customer service area, shops, storage, warehouse, vehicle storage, vehicle maintenance, wash bay, welding area, and a fuel station. The new facility includes oil and fluid storage, transfer and dispensing systems for vehicle maintenance, fuel storage and dispensing systems, compressed air, vehicle exhaust, and monitoring systems.

Our team had multiple coordination meetings with the owner, user groups and the architect to make sure all program needs were met. Programs used for design services included Revit A360 cloud-based collaboration with the architect and Enscape for 3D coordination.

IMEG also provided engineering design and services for a new fire protection system to protect the new Ft. Dodge high-piled storage and office facility. The high-piled storage required a new NFPA 20 electric motor-driven fire pump. The fire sprinkler systems included an assortment of wet and dry fire sprinkler systems to protect offices, storage areas, and vehicle maintenance bays.

The design included an automatic fire alarm system installed throughout the building that ties in with fire pump operation.

The new mechanical systems include a central VAV AHU with a hot water heating coil and DX cooling coil, boiler heating water system, and various exhaust systems and makeup-air systems for the vehicle maintenance shop, which also has a full compressed-air system.

The plumbing design includes domestic hot, cold, and hot water circulation system with a gas-fired water storage unit and a water softening system. Storm and sanitary drainage designs were also included.



<b>SIZE</b>	71,000-sf New
<b>COST</b>	\$16 million
<b>COMPLETION</b>	2018
<b>SERVICES</b>	Mechanical, Electrical, Plumbing Fire Protection, Technology, Construction Administration
<b>REFERENCE</b>	Ryan Stansbury Facility Management 712.277.7618



# Document B133™ – 2019

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

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

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

Jasper County Engineer  
910 N 11<sup>th</sup> Avenue E  
Newton, IA 50208  
Telephone Number: 641/841-1187

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

Frevert-Ramsey-Kobes Architects-Engineers, P.C.  
2600 Westown Parkway, Suite 340  
West Des Moines, IA 50266  
Telephone Number: 515/223-5100

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

Jasper County Maintenance – Phase 1 Outbuilding  
Newton, Iowa

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

To be determined

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.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

Multi-phased, multi-year project of which Phase I will include an approximately 11,520 SF single-story outbuilding, diesel fired emergency power generator, salt storage shed, fuel pumping and storage area, and associated earthwork, site paving, site lighting, perimeter fencing, and site utilities. Project is located outside of Newton, Iowa in Jasper County Iowa along Liberty Avenue.

§ 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.)*

Site consists of rolling terrain with a total area of approximately 18 acres of which about 11.5 acres will be in scope for Phase I. Site is located north of the existing Jasper County Sheriff's department building whose address is 2300 I. av Center Drive Newton, Iowa. Site is bounded on the north by I-80 right-of-way fence, a tree line on the east, existing building and roadways on the south, and a field line on the west. Subsurface conditions are unknown at this time.

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

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

To be determined

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

.1 Design phase milestone dates, if any:

Schematic Design Phase:	November, 2022
Design Development/CMAR Selection:	January, 2023
Construction Documents:	February, 2023
GMP:	February, 2023
Bidding Phase:	March, 2023

.2 Construction commencement date:

April, 2023

.3 Substantial Completion date or dates:

October, 2023

.4 Other milestone dates:

To be determined

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:  
(Indicate agreement type.)

Construction Manager at Risk (CMAR) per Iowa Code Chapter 26A. CMAR will be retained for the entirety of the project with the contract amended for each phase.

- AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- AIA Document A134-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

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

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

To be determined

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

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

Not Applicable

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234<sup>TM</sup>-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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

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

Michael Frietsch, County Engineer  
Jasper County

Telephone Number: 641/841-1187  
Email: mfrietsch@jasperia.org

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

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

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

The Construction Manager's anticipated retention is January, 2023

- .2 Land Surveyor:

To be determined

- .3 Geotechnical Engineer:

To be determined

- .4 Civil Engineer:

To be determined

- .5 Other consultants and contractors:  
(List any other consultants and contractors retained by the Owner.)

Special Inspections:  
To be determined

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

Thomas Wollan, AIA, Principal  
Frevert-Ramsey-Kobes Architects-Engineers, PC

Telephone Number: 515/223-5100  
Email: twollan@frk-ac.com

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

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Calloun-Burns and Associates, Inc.  
1500 30<sup>th</sup> Street  
West Des Moines, IA 50266

.2 Mechanical Engineer:

IMEG Corp.  
623 26<sup>th</sup> Avenue  
Rock Island, IL 61201

.3 Electrical Engineer:

IMEG Corp.  
623 26<sup>th</sup> Avenue  
Rock Island, IL 61201

§ 1.1.12.2 Consultants retained under Supplemental Services:

To be determined

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

None

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

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



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

## 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 shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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

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

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million 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.

§ 2.6.2 Automobile Liability covering hired vehicles and non-owned vehicles used by the Architect is part of the General Liability policy 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. It is subject to an annual aggregate of \$2,000,000.00 shared with General Liability.

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

§ 2.6.4 Workers' Compensation at statutory limits.

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

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

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

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

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

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, 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 submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

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

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

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

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

### **§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate**

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum

Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

### § 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, 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.

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

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

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and 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.

§ 3.3.5.1 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.

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

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

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

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

### § 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, and diagrammatic layouts of mechanical and electrical 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.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

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

### § 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager 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.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

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

### § 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 Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager 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. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or

approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager 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. 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 Construction Manager'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 Construction Manager or of any other persons or entities performing portions of the Work.

### § 3.6.2 Evaluations of the Work

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

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

§ 3.6.2.5 Unless the Owner and Construction Manager 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 Construction Manager as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager 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 Construction Manager'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 Construction Manager 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.

§ 3.6.3.2 The issuance of a Certificate for Payment 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 Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager 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.

#### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager'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 Architect shall review and approve, or take other appropriate action upon, the Construction Manager'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 Construction Manager'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 Construction Manager 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 Construction Manager'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.

§ 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 Construction Manager in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 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.

§ 3.6.5.2 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 inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;

- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; 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.

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager 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 Owner to review the facility operations and performance.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	In Basic Services
§ 4.1.1.2 Programing	In Basic Services
§ 4.1.1.3 Multiple Preliminary Designs	In Basic Services
§ 4.1.1.4 Measured drawings	Not Provided – Additional Services
§ 4.1.1.5 Existing facilities surveys	Not Provided – Additional Services
§ 4.1.1.6 Site evaluation and planning	In Basic Services
§ 4.1.1.7 Building Information Model management responsibilities	In Basic Services
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided – Additional Services
§ 4.1.1.9 Civil engineering	Owner
§ 4.1.1.10 Landscapc design	Owner
§ 4.1.1.11 Architectural interior design	In Basic Services
§ 4.1.1.12 Value analysis	In Basic Services
§ 4.1.1.13 Cost estimating	Not Provided – Additional Services
§ 4.1.1.14 On-site project representation	Not Provided – Additional Services
§ 4.1.1.15 Conformed documents for construction	Not Provided – Additional Services
§ 4.1.1.16 As-designed record drawings	Not Provided – Additional Services
§ 4.1.1.17 As-constructed record drawings	Not Provided -- Additional Services
§ 4.1.1.18 Post-occupancy evaluation	Not Provided – Additional Services
§ 4.1.1.19 Facility support services	Not Provided -- Additional Services
§ 4.1.1.20 Tenant-related services	Not Provided – Additional Services
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided -- Additional Services
§ 4.1.1.22 Telecommunications/data design	In Basic Services
§ 4.1.1.23 Security evaluation and planning	Not Provided -- Additional Services
§ 4.1.1.24 Commissioning	Not Provided – Additional Services
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided -- Additional Services
§ 4.1.1.26 Historic preservation	Not Provided – Additional Services
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not Provided – Additional Services
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided – Additional Services
§ 4.1.1.29 Other Supplemental Services	Not Provided -- Additional Services

**§ 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.)*

Not Applicable

§ 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.)*



Item 4.1.1.24 Commissioning: Mechanical system commissioning as required by the building codes currently adopted by the authority having jurisdiction.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article I, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document B234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .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;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. 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 Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

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

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

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the 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 ninety ( 90 ) days of the date established as Final Completion, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

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

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

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

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

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, geothermal test boring and thermal conductivity evaluations, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Owner shall also furnish services of a special inspector to provide special inspections in accordance with applicable codes and regulations in force on the date of this Agreement.

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

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 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.

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

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

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager 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 Construction Manager, including the General Conditions of the Contract for Construction.

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

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

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's 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 compensation of the Construction Manager for Preconstruction Phase services; 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 the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

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

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

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

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

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

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

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

## 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 Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

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

§ 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 Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

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

## § 8.2 Mediation

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

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

## § 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

**ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

§ 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.

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

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

.1 Termination Fee:

None

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

To be negotiated

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

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

#### 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.

§ 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, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

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

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

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

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

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

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

**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 <i>(Insert amount)</i>	
	Building Design	\$67,500
	Site Lighting Electrical Engineering Design Assistance	\$3,000 (optional)
	Emergency General Engineering Design Assistance	\$5,500 (optional)
	Fuel Systems Engineering Design Services	\$4,500 (optional)
	<i>(Paragraph deleted)</i>	
	Construction Administration – Hourly	\$13,400 (estimate)

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

Hourly based on rates set forth in Section 11.7

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

Hourly based on rates set forth in Section 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as follows:  
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

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

Schematic Design Phase	Twenty percent (	20	%)
Design Development Phase	Twenty percent (	20	%)

Construction Documents Phase	Sixty percent (	60	%)
Construction Phase	Hourly Rates	(	%)
Total Basic Compensation	one hundred percent (	100	%)

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

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

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

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

Employee or Category	Rate (\$0.00)
Principal II	\$195.00
Principal I	\$170.00
Architect VI	\$195.00
Architect V	\$188.00
Architect IV	\$158.00
Architect III	\$135.00
Architect II	\$110.00
Architect I	\$90.00
Structural Engineer II	\$170.00
Structural Engineer I	\$140.00
Interior Designer II	\$95.00
Interior Designer I	\$85.00
CAD Technician II	\$92.00
CAD Technician I	\$70.00
Manager	\$125.00
Administrative II	\$80.00
Administrative I	\$60.00

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;

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

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants with no percentage markup.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:  
*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)*

#### § 11.10 Payments to the Architect

##### § 11.10.1 Initial Payments

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

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

##### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty-one ( 31 ) 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.)*

§ 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.

## 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.)*

### (a) Limited Liability Entity

The Owner acknowledges that the Architect and its consultants are limited liability entities and agrees that any claim

made by it arising out of any act or omission of any director, officer or employee of the Architect, or its consultants, in the execution or performance of this Agreement, shall be made against the entity and not against any of their individual directors, officers or employees.

**(b) Contractor Insurance**

Owner will require the Contractor to purchase insurance to cover claims and other expenses, including costs of defense, asserted against Architect, its agents, employees and consultants for bodily injury, sickness, disease or death caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable. Such insurance shall state: "The coverage afforded the additional insureds shall be primary insurance for the insured or additional insured with respect to claims arising out of operations performed by or on behalf of the named insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be treated as excess or contingent coverage. The extent of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance."

**(c) Standard of Care**

Nothing contained in this Agreement shall require the Architect to exercise professional skill and judgment greater than that set forth in Section 2.2 hereof (the "Standard of Care"). This limitation shall not be modified by any certification or representation made by Architect as an accommodation upon request of Owner. Architect shall not be responsible for any failure to follow or apply any knowledge or techniques which were not, through the exercise of a reasonable standard of care, generally known, acknowledged or accepted as of the time during which Architect is performing his services under this Agreement. The parties acknowledge that no set of plans and specifications is entirely free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the Standard of Care. All costs of architectural errors, omissions or other changes which result in "betterment" or "value added" to the Owner shall be borne by the Owner, not the Architect, (to the extent of the betterment or value added) and shall not be the basis of a claim. The Owner shall establish a reasonable contingency line item in the construction budget to cover additional costs resulting from errors and omissions, and the Architect shall not be liable therefor unless the errors and omissions both exceed a reasonable contingency amount and constitute a breach of the Standard of Care.

**(d) Payment Disputes**

Within the time for payment to become due, Owner shall examine the invoice in detail to determine its accuracy and completeness. Owner shall make a reasonable effort to raise any questions or objections which it may have regarding the format of or information on the invoice within this period and will pay any undisputed amounts. After such period, Owner waives any question or objection to the format of or information on the invoice not previously raised. The Architect shall be entitled to recover all costs, including attorneys' fees, incurred in enforcing any provisions of this Agreement. In the event that the Owner disputes an issue or amount on an invoice and elects not to make payment when due, and/or if the Owner and Architect disagree as to whether the Owner has improperly failed to make a payment, the Owner shall place a sum equal to the amount in dispute in an escrow account, reasonably satisfactory to both parties, which specifies that the escrow agent shall distribute the escrow sum between the parties in accordance with any agreement or court judgment entered resolving the dispute.

**(e) Job Site Safety**

The Contractor and Subcontractors shall have full and sole authority for all safety programs and precautions and the means, methods, techniques, sequences and procedures in connection with the Work. When Architect is present at the site, such presence shall be only for the purpose of endeavoring to protect the Owner against any deviations or defects in the completed construction Work, and Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures. No provision of this Agreement shall be interpreted to confer upon the Architect any duty owed under the common law, under OSHA, or any other statute or regulation to construction workers or any other party regarding safety or the prevention of accidents at the jobsite.

**(f) Code Compliance**

The Architect shall conform the Drawings and Specifications with the professional standard of care relative to applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements, including but not limited to all zoning, building, occupancy, environmental and land use laws, requirements, regulations and ordinances relating to the construction, use and occupancy of the Project (collectively "Governmental Requirements") existing on the date of this Agreement. However, the Owner recognizes that interpretations by government officials ("Code Authority") are often subject to change even after issuance of a building permit. If after award of a building permit, modifications to the Drawings and Specifications are required because of an interpretation by the Code Authority which had not been

previously given, or which if given, was different than a prior interpretation by the Code Authority, Architect shall make the required modifications, but the cost of such modifications shall be considered an Additional Service. Nothing contained herein shall relieve the Architect of its obligations to modify at its own expense Plans and Specifications which the Architect has negligently failed to prepare in compliance with the applicable Government Requirements.

**(g) Electronic Documents**

The Owner recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents provided to the Owner are for informational purposes only and are not intended as an end-product. The Architect makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Owner agrees to waive any and all claims against the Architect and the Architect's consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents.

**(h) Hazardous Materials**

Unless otherwise disclosed and arranged for disposal, Owner represents to Architect that, to the best of Owner's knowledge and belief, no hazardous or toxic substances within the meaning of any applicable statute or regulation are presently stored, or otherwise located on the Project site or adjacent thereto. Further, within the definition of such statutes or regulations, no part of the Project site, including the ground water located thereon, is presently contaminated with such substances.

**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 B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:  
*(Insert the date of the E203-2013 incorporated into this agreement.)*
- .3 Exhibits:  
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*
  - [ ] AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.  
*(Insert the date of the E234-2019 incorporated into this agreement.)*
  - [ ] Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*
- .4 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

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



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

Michael Frietsch, P.E., County Engineer  
(Printed name and title)

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

Thomas C. Wollan, AIA, Principal  
(Printed name, title, and license number, if required)

\_\_\_\_\_  
Board of Supervisor Chairperson  
Brandon Talsma

\_\_\_\_\_  
Attest  
Dennis K Parrott, County Auditor

Tuesday, October 18, 2022, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Carpenter, Talsma, and Cupples present and accounted for; Chairman Talsma presiding.

Motion by Cupples, seconded by Talsma to open the Public Hearing for Rezoning.

YEA: TALSMA, CARPENTER, CUPPLES

Kevin Luetters, Community Development, presented the request for rezoning parcel 13.23.300.010 from Agriculture to Rural Residential Large Lot.

Motion by Cupples, seconded by Carpenter to close the Public Hearing for Rezoning.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Cupples, seconded by Carpenter to approve the rezoning request for parcel 13.23.300.010 from Agriculture to Rural Residential Large Lot.

YEA: CUPPLES, CARPENTER, TALSMA

Robert Meller, of Meller Insurance & Consulting, presented the 2023 Health, Dental & Vision Insurance rates, with an overall increase of ½%, Elected Official & Employee Cafeteria Plan Election Forms.

Motion by Cupples, seconded by Carpenter to approve the Health, Dental & Vision Insurance rates.

YEA: TALSMA, CARPENTER, CUPPLES

Motion by Cupples, seconded by Carpenter to approve the Elected Official Cafeteria Plan Election Form for 1/1/2023.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples, seconded by Carpenter to approve the Employee Cafeteria Plan Election Form for 1/1/2023.

YEA: CUPPLES, TALSMA, CARPENTER

Dennis Simon, Human Resources, presented the Proposed 2023 Holiday Schedule.

Motion by Cupples, seconded by Carpenter to approve the 2023 Holiday Schedule.

YEA: TALSMA, CARPENTER, CUPPLES

Motion by Cupples, seconded by Carpenter to adopt Resolution 22-80, a hiring resolution certifying the following appointment to the Auditor for payroll purposes:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Secondary Roads	Skilled Laborer	Jonah Oleson	\$23.65	Hire-in Grade III	10/24/2022

YEA: CUPPLES, CARPENTER, TALSMA

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

Motion by Cupples, seconded by Carpenter to adopt Resolution 22-81, a hiring resolution certifying the following appointment to the Auditor for payroll purposes:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Elderly Nutrition	Substitute Delivery Driver	Virginia Meredith	\$10.34	Range 9/ Step 1 Non-Bargaining Rate	10/19/2022

YEA: CARPENTER, TALSMA, CUPPLES

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

Motion by Cupples, seconded by Carpenter to approve the 28E Agreement for Tobacco Enforcement with Iowa Alcoholic Beverage Division.

YEA: TALSMA, CUPPLES, CARPENTER

Engineer Michael Frietsch presented the Title VI Non-Discrimination Agreement & the US DOT Standard Title VI/Non-Discrimination Assurances.

Motion by Cupples, seconded by Carpenter to approve both the Title VI Non-Discrimination Agreement & the US DOT Standard Title VI/Non-Discrimination Assurances.

YEA: CUPPLES, TALSMA, CARPENTER

Engineer Frietsch presented the 2022 Weed Commissioner's Report.

Motion by Cupples, seconded by Carpenter to approve the 2022 Weed Commissioner's Report.

YEA: TALSMA, CARPENTER, CUPPLES

Motion by Cupples, seconded by Carpenter to approve the Board of Supervisors Minutes for October 11, 2022.

YEA: TALSMA, CUPPLES, CARPENTER

Motion by Cupples, seconded by Carpenter to adjourn the Tuesday, October 18, 2022, meeting of the Jasper County Board of Supervisors.

YEA: CARPENTER, TALSMA, CUPPLES

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Teresa Arrowood, Deputy Auditor

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Brandon Talsma, Chairman