



# BOARD OF SUPERVISORS

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

Denny Stevenson

Doug Cupples

Brandon Talsma

**January 2, 2024**

9:30 a.m.

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

Live Stream: <https://zoom.us/j/8123744948>

Meeting ID: 812 374 4948

Dial In: +1-646-931-3860

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

## Pledge of Allegiance



### Item 1

#### Board of Supervisors

- Organization of the Board
- Resolution Establishing Board Meetings
- Designation of Official Newspapers

### Item 2

#### Community Development – Kevin Luetters

- Revisiting the sealed bid offer for 248 Hickory Street in Newton
- Resolution Relating to the Construction of Confinement Feeding Operation Structure

### Item 3

#### Sheriff – John Halferty

- Billing Service Agreement Between Jasper County Sheriff's Office EMS and Physicians Claims Company, Inc.

### Item 4

#### Engineer – Mike Frietsch

- Design Service Agreement with frk Architects for Liberty Avenue Yard Phase 2
- Contract Amendment with Sthal Construction adding Design Services for Liberty Avenue Yard Phase 2 to Existing Contract
- Quote to Repair John Deere 333G Compact Track Loader
- Award Contract to Peterson Contractors Inc. for Project BRS-C050(137)—60-50, also known as Bridge C08 Replacement
- Jasper County Bridge Inspection and Rating Program – 2024 and 2025

### Item 5

#### Approval of Liquor License for:

- Iowa's Best Burger Café

### Item 6

#### Approval of Claims Paid through January 2, 2024

### Item 7

#### Approval of Board of Supervisors Minutes for December 19, 2023

### Item 8

#### Board Appointments

## PUBLIC INPUT & COMMENTS

After Regular Meeting:

Work Session

## RESOLUTION 24-01

### Board of Supervisors Meetings

The Jasper County Board of Supervisors will meet, when possible, the First four Tuesdays of each Month in the calendar year 2024, at 9:30 a.m. in the Board of Supervisors Room (Room 203) of the Jasper County Courthouse.

Special meetings will be called as needed.

Board meetings shall be scheduled and conducted in compliance with Iowa Code Chapter 21.

Passed this \_\_\_\_\_ day of January 2024.

\_\_\_\_\_  
Chairman, of the Board of Supervisors

Attest:

\_\_\_\_\_  
Jenna Jennings, Auditor

**RESOLUTION # \_\_\_\_\_**

**CONSTRUCTION EVALUATION RESOLUTION**

**WHEREAS**, Iowa Code section 459.304(3) sets out the procedure if a board of supervisors wishes to adopt a “construction evaluation resolution” relating to the construction of a confinement feeding operation structure; and

**WHEREAS**, only counties that have adopted a construction evaluation resolution can submit to the Department of Natural Resources (DNR) an adopted recommendation to approve or disapprove a construction permit application regarding a proposed confinement feeding operation structure; and

**WHEREAS**, only counties that have adopted a construction evaluation resolution and submitted an adopted recommendation may contest the DNR’s decision regarding a specific application; and

**WHEREAS**, by adopting a construction evaluation resolution the board of supervisors agrees to evaluate every construction permit application for a proposed confinement feeding operation structure received by the board of supervisors between February 1, 2024 and January 31, 2025 and submit an adopted recommendation regarding that application to the DNR; and

**WHEREAS**, the board of supervisors must conduct an evaluation of every construction permit application using the master matrix created in Iowa Code section 459.305, but the board’s recommendation to the DNR may be based on the final score on the master matrix or may be based on reasons other than the final score on the master matrix;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF JASPER COUNTY** that the Board of Supervisors hereby adopts this construction evaluation resolution pursuant to Iowa Code section 459.304(3).

\_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
County Auditor

Date: \_\_\_\_\_

## **BILLING SERVICES AGREEMENT**

This Service Agreement (the "Agreement") is made between **Jasper County EMS, IA** ("CLIENT"), and Physicians Claims Company, Inc. ("PCC"). This Agreement will be effective for Services (as defined below) beginning on the **1<sup>st</sup> day of November 2023** (the "Effective Date").

In consideration of the representations, covenants and agreements contained in this Agreement and the attached Schedules, CLIENT and PCC (collectively referred to herein as "Parties" and individually as "Party") agree as follows:

1. **Services.** PCC will use commercially reasonable efforts to obtain reimbursement for CLIENT's charges for all clinical procedures and medical services ("Medical Services") rendered on or after the Effective Date, through billing of patients and third party payers and the management of CLIENT's accounts receivable as more fully described in Exhibit 1, annexed hereto and incorporated herein by reference (the "Services"). During the term of this Agreement, PCC will be the exclusive provider of Services to CLIENT.
2. **Term.** The initial term of this Agreement will be **three (3) years** (the "Initial Term") from the Effective Date. This Agreement will automatically renew for successive additional two (2) year terms, unless either party gives the other written notice at least ninety (90) days before the end of the then current term. Notwithstanding the foregoing, this Agreement can be terminated at any time on written notice for cause consisting of a material breach of a term or condition hereof which is not corrected within ninety (90) days of prior written notice describing the breach in reasonable detail. This Agreement may also be terminated on written notice in the event either party becomes excluded from participation by the Medicare or Medicaid program; PCC becomes legally unable to provide the services contemplated herein; or CLIENT becomes legally unable to provide medical services, insolvent or files for bankruptcy protection, or as otherwise specified herein.
3. **Fees.** Beginning as of the Effective Date, CLIENT agrees to pay PCC, a Base Fee of **10.0%** per month of net collections (the "Base Fee").
  - a) Net collections shall be defined as the total sum of all monies collected by PCC for all medical services rendered by CLIENT, less amounts refunded or credited to patient or third party payer as a result of overpayments, erroneous payments or bad checks.
  - b) Notwithstanding the foregoing, in the event that:
    - i. CLIENT fails to disclose to PCC, at or prior to the time this Agreement is executed, information relating to CLIENT's practice, which information, if disclosed, would have materially increased the costs of billing and collection efforts incurred by PCC; or
    - ii. CLIENT materially changes fundamental aspects of its practice (such as its practice sites, the type of services provided, its payer mix, quality or type of demographic information available, method of documenting services provided or the like),

PCC may propose an adjustment to the Base Fee in writing (the "Adjustment Proposal"). For the thirty (30) day period after CLIENT's receipt of the Adjustment Proposal (the "Discussion Period"), PCC shall be available to discuss the basis for the amount of the proposed adjustment with CLIENT. If CLIENT agrees to the proposed adjustment, this Agreement shall be deemed amended to reflect the new Base Fee. If, on or before the end of the Discussion Period, CLIENT has not accepted the Adjustment Proposal or the parties have not otherwise agreed as to an adjustment to the Base Fee, PCC may terminate this Agreement on ninety (90) days advance written notice. Changes in the Base Fee under clause (a) shall be retroactively effective to the Effective Date; changes under clause (b) shall be effective as of the end of the Discussion Period.
  - c) In addition to the Base Fee, CLIENT will reimburse PCC for the following ("Additional Fees"):
    - i. If requested by CLIENT, Provider enrollment services at the rate:



1. **\$650.00 per each bank change required to change the direction of payments from a current bank account to a new bank account**
  2. **\$650.00 per each new, revalidation, change or termination 855b Medicare enrollment application.**
  3. **\$400.00 per each BCBS application**
  4. **\$300.00 per each state Medicaid enrollment and revalidation applications; \$200 per each commercial insurance enrollment application.**
- ii. Upon CLIENT request, PCC shall have responsibilities for CLIENT's claims with dates of service prior to the Effective Date only when it has been determined that they were not previously billed and/or not correctly billed and PCC thereafter billed and/or re-billed/re-submitted them.
  - iii. A reasonable per-hour claims processing charge where CLIENT, after written notice from PCC, continues to submit incomplete or incorrect data for billing (collectively, "Additional Charges").
  - iv. CLIENT agrees to pay the Base Fee and Additional Charges within thirty (30) days after receipt of each invoice from PCC. Fees not timely paid will bear interest at the rate of fifteen percent (15%) per year or the maximum rate allowed by law, if less.
  - v. Notwithstanding any term or provision hereof to the contrary, PCC will have the right to terminate this Agreement immediately if CLIENT fails to timely pay any PCC Invoice where the amount due, as determined by Paragraph 3 of this agreement, is not disputed, if such payment(s) is not made within ten (10) days of the mailing by PCC of written notice of such default to CLIENT. PCC may also, in its sole discretion, decline to provide the wind-down services specified in Paragraph 8(A) – (E), herein and cease Services until and unless all Base Fees, Additional Charges, and interest, as provided for herein are paid in full.
4. **Bank Account.** If requested by CLIENT and agreeable to PCC, a bank account will be maintained in the name of CLIENT at a bank approved by CLIENT and acceptable to PCC ("CLIENT ACCOUNT") and all cash receipts will be deposited daily into the bank account by PCC, or into a lockbox account, at the election of the CLIENT. PCC will have no signatory or ownership rights in the bank account and will have no right to negotiate checks or assert ownership rights in deposited funds. To the extent required by PCC, CLIENT shall insure that the banking institution provides depository or other information directly to PCC or copies of documents relevant to establishment or verification of net collections. CLIENT shall be solely responsible for all bank charges.
5. **Operating Procedures.** CLIENT agrees to provide or to cause facilities or other sites at which CLIENT provides Medical Services to provide PCC accurate and complete demographic, procedure and charge information, at no cost to PCC ("Demographic Information"). CLIENT acknowledges that PCC will rely on the Demographic Information in providing the Services and that the timing and amount of Net Collections generated by the Services are affected by the completeness, timeliness and accuracy of the Demographic Information and other variables, some of which are beyond the control of PCC. To the extent possible, at the request of PCC, CLIENT will ensure that the foregoing information provided to PCC in electronic form, a standard form and format reasonably consistent with PCC's computer system.
- a) PCC will bill and attempt to collect CLIENT charges in a manner consistent with all applicable Federal, State and Local laws and regulations and within the policies and procedures of third party payers that are made known by such payers to medical practices and billing companies or otherwise known by PCC. PCC is not a collection agency and does not provide collection agency services and CLIENT is solely responsible for the selection and engagement of a collection agency for collection accounts, if such services are desired.
  - b) The parties may mutually agree to specific operating policies and procedures related to the performance of Services under this Agreement. Such operating policies and procedures, or amendments thereto, will, upon mutual written and signed agreement, become an integral part of this Agreement and shall be

binding upon both parties. The foregoing shall not prevent PCC, at its sole discretion and at its own cost, from establishing and maintaining its business operations and procedures relating to the Services in a manner consistent with this Agreement.

6. **Confidential Information.** PCC agrees not to disclose to anyone other than CLIENT any information about CLIENT's fee structure, internal compensation, managed care or facility contracting strategies, or similar business information that would commonly be understood to be confidential or any confidential medical information regarding CLIENT's patients received in the course of performing the Services (collectively, CLIENT's "Confidential Information"), except as required to bill charges, as required by law or legal or regulatory process or as otherwise provided herein.

CLIENT agrees that it will not disclose to third parties the business methods, operating processes or documentation of the software employed by PCC to provide the Services or any information about PCC's fees, operations, business methods or strategies or any other information specifically designated as confidential by PCC except as required by law or legal or regulatory process (PCC's "Confidential Information"). Each party's Confidential Information shall remain the property of that party, during and after this Agreement.

Each party will at all time take reasonable steps to establish and enforce the foregoing by its employees, independent contractors, consultants and vendors. The requirements of this Section 6 shall expressly survive the expiration or termination of this agreement. Each party specifically agrees to comply with, and assist their counterpart with compliance with applicable state or federal confidentiality requirements as to individual patient information. Notwithstanding the preceding sentences, CLIENT agrees that PCC may use CLIENT information for research and statistical compilation purposes, so long as CLIENT and patient identifying information is kept confidential in accordance with applicable law and that any product of the foregoing uses shall be the property of PCC.

In addition to the rights and obligations of PCC set forth in this Section 6, the rights and obligations set forth in the Business Associate Agreement attached to this Agreement as Exhibit 3 and incorporated by reference shall apply to protected health information as defined in said Exhibit.

7. **Software and Proprietary Information.** PCC acknowledges its' responsibility to maintain all legal authorization and licensing for any third party software used to provide the agreed upon Services to CLIENT. Any changes in third party software vendor(s) or system(s) that materially affect the services provided CLIENT shall be immediately shared with CLIENT. The parties agree that PCC may store Demographic Information, back-up documentation, statements, explanations of benefits, payer inquiries and other information it receives in connection with the Services ("CLIENT Information") in electronic form through optical scanning or other technologies selected by PCC and that PCC is not obligated to maintain paper copies. PCC further affirms that it will at all times maintain a current and complete copy of all CLIENT Information in a secure, off-site location and that no CLIENT data will be deleted or purged until the earlier of the following occurrences: a) Ten years has passed since the date of service relevant to the CLIENT data; or, b) CLIENT has approved of the proposed data deletion.

The Parties agree and acknowledge that all CLIENT Data shall remain, at all times relevant hereto, the property of CLIENT but that PCC may maintain a copy for documentation of Services and for other purposes related to this Agreement during and after the term of this Agreement, subject to the terms and conditions of Section 6 herein.

8. **Termination Procedures.** In the event this Agreement is terminated, for whatever reason, or expires, except as specifically stated in Section 3, PCC will:
- a) Continue to perform Services, at the then-current rates hereunder, for a period of one hundred twenty (120) days after the effective date of termination/expiration (the "Wind Down Period") for all of CLIENT's accounts receivable relating to CLIENT's charges for Medical Services rendered prior to the effective date of termination date ("Existing Accounts Receivable").

- b) CLIENT expressly agrees to cooperate and assist PCC with its performance during the Wind Down Period and will timely report, or cause to be reported, all payments received by client on Existing Accounts Receivable for which PCC is responsible to pursue collection under Paragraph 9(A) herein.
  - c) At the end of the Wind Down Period, discontinue the performance of Services related to the collection of CLIENT's Existing Accounts Receivable.
  - d) Deliver to CLIENT, after and conditioned upon full payment to PCC of all undisputed fees owed to PCC by CLIENT under this Agreement, a complete list of Existing Accounts Receivable (all debit and credit balances) in an industry standard electronic format.
  - e) Except for the foregoing or for such other matters as the parties may agree to in writing, after the effective date of termination, PCC shall have no further obligations to provide Services to CLIENT under this Agreement. CLIENT may negotiate with PCC for additional transitional services or for the provision of additional data, including CLIENT Data, to be provided by PCC after the date of termination at CLIENT's additional expense.
9. **No Warranties or Representations.** The CLIENT understands that PCC has no medical professional licensure or certification, and understands that PCC is not a medical practice, and that no member of PCC's staff is acting in any capacity as a licensed healthcare professional. The CLIENT understands that it is responsible for all aspects of professional services provided by the CLIENT, as well as the determination of all applicable billing codes to be used in bills for any professional medical services rendered. PCC may try to predict, based on its experience and judgment, what might likely evolve, but cannot guarantee what may be obtainable. PCC has made no representations, guarantees, assurances or warranties regarding the outcome of any matter. The CLIENT understands that PCC does not represent nor warrant that its Services will prevent any claims, debts, liabilities, demands, obligations, costs, expenses, actions, causes of action and claims for relief arising from the CLIENT's billing procedures by way of any claim, audit, investigation, litigation or arbitration, or any other cause, whatsoever.
10. **Independent Contractor.** The Services that PCC will provide will be performed on an independent contractor basis, not as an employee, agent, or partner of the CLIENT. This Agreement shall not be construed as establishing a partnership, joint venture or similar relationship between the Parties. The amounts paid to PCC by the CLIENT will not be subject to any withholding deductions. PCC agrees to be solely responsible for all taxes and other withholdings relating to the fee income that is paid to PCC by the CLIENT. PCC does not have the authority to bind the CLIENT and enter into a contract on behalf of the CLIENT.
11. **Non-Solicitation.** The CLIENT agrees that it will not solicit for employment for itself, or any other entity, or employ in any capacity, any employee of PCC assigned by PCC to perform any service for or on behalf of the CLIENT for a period of two years after PCC has completed providing service to the CLIENT. In the event of the CLIENT's violation of this provision, in addition to injunctive relief, PCC shall recover from the CLIENT an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with PCC, times twelve, together with PCC's attorney and expert witness fees.
12. **Regulatory Matters.** The Parties agree to: (a) adhere to the provisions under this Agreement and annexed hereto as Schedule 2; (b) comply with the requirements of law and with all ordinances, statutes, regulations, directives, orders, or other lawful enactments or pronouncements of any local, state, federal or other lawful authority applicable to either of the Parties; (c) comply with the requirements of any third-party payor; and (d) comply with the requirements of any insurance company insuring either of the Parties against liability for accident or injury in connection with the performance of the Services. To ensure the Parties' compliance with relevant Federal and State law, in conjunction with this Agreement and prior to commencement of PCC's Services, PCC requires the execution of its standard Business Associate Agreement attached hereto as Exhibit 3, which is to be incorporated herein by reference.
13. **Mutual Indemnification.** The Client agrees to indemnify and hold PCC harmless from and against all loss or damage, including reasonable attorneys' fees, costs and expenses incurred by PCC as a result of any claims

related to or arising out of PCC'S performance of its duties hereunder, unless such loss or damage shall arise from PCC'S failure to perform its duties under this Agreement with reasonable care. PCC agrees to indemnify and hold the Client harmless from and against all loss or damage, including reasonable attorneys' fees, costs and expenses incurred by the Client as a result of any claims related to or arising out of PCC'S failure to perform its duties under this Agreement with reasonable care, unless such loss or damage shall arise from the negligent or intentional acts or omissions of the Client. In the foregoing sentence, the words "loss or damage" include, but are not limited to, loss or damage arising directly or indirectly from any actions or omissions of any employee or authorized representative of either party. The Parties agree that there are no third-party beneficiaries of this Agreement.

14. **Exculpatory Clause.** The Client agrees that PCC is not an insurer and that no insurance coverage is offered herein. The Client agrees that PCC is not assuming liability, and, therefore shall not be liable to the Client for any claims, debts, liabilities, demands, obligations costs, expenses, actions, causes of action from third-parties or from the Client so long as PCC acts with reasonable care in its performance of this Agreement.
15. **Limitation of Liability.** The Parties agree that the Fees paid by the CLIENT to PCC are for Services rendered, not for a guaranteed outcome. If, notwithstanding the terms of this Agreement there should arise any liability on the part of PCC as a result of its negligence to any degree or failure to perform any obligation, such liability shall be limited to 3 times the average monthly Fees due to PCC, as determined by the preceding Fees due and payable not extending past the previous annual period.
16. **Right to Subcontract Services.** The CLIENT agrees that PCC is authorized and permitted to subcontract any services to be provided by PCC to third parties who may be independent of PCC, and that PCC shall not be liable for any loss or damage sustained by the CLIENT caused by the negligence of any third parties. The CLIENT appoints PCC to act as its agent with respect to such third parties, except that PCC shall not obligate the CLIENT to make any payments to such third parties. The CLIENT acknowledges that this Agreement, and particularly those provisions relating to PCC's disclaimer of warranties, exemption from liability, even for its negligence and indemnification, inure to the benefit of and are applicable to any subcontractor(s) of PCC.
17. **Referrals/Fair Market Value.** Fees under this Agreement constitute fair market value for the Services, and do not include any discount, rebate, kickback, or other reduction in charge or fee. Moreover, the Fees under this Agreement are not intended to be, nor shall it be construed to be, an inducement or payment for referral, or recommendation of referral, of patients by the CLIENT to PCC or by PCC to the CLIENT.
18. **Notice.** Any notices, payment, demand or communication required or permitted to be given by the provisions of this Agreement will be effective on the date of mailing. Any and all required notices shall be mailed to the parties at the following addresses:

**PCC Inc.**  
**Attn: Travis Smith**  
**PO Box 19**  
**Castlewood, SD 57223**

**Jasper County EMS**  
**Attn: Ambulance Director**  
**PO Box**  
**City, St 12345**

19. **Governing Law** This Agreement shall be governed by and construed in accordance with the internal laws of the State of South Dakota without giving effect to any choice or conflict of law provision or rule (whether of the State of South Dakota or any other jurisdiction). The parties waive trial by jury in any action between them. Any action arising out of this Agreement shall be instituted in the federal or state courts located in Minnehaha County, South Dakota, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit or action. Any action by the CLIENT against PCC must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against PCC must be based on the provisions of this Agreement. Any other action that the CLIENT may have or bring against PCC in respect to other services rendered in connection with this Agreement shall be deemed to have merged in and be restricted to the terms and conditions of this Agreement.

20. **Force Majeure.** It is mutually agreed that in the performance of all duties by each party under this Agreement, time is of the essence. However, performance of duties hereunder may be impeded by occurrences beyond the control of one or both parties. Events such as flood, earthquake, hurricane, tornado, blizzard and other natural disasters; fire, riot, war or civil disturbance; strikes by common carriers; extended loss (more than 48 hours) of utilities (except for non-payment); and similar events shall excuse the affected party from performance of services impeded by such event(s). Nevertheless, each party has a duty to use reasonable efforts to prevent or mitigate such impediments. In the event that any catastrophe shall prevent the timely billing of CLIENT's services by PCC for more than fifteen (15) working days, CLIENT shall have the right to secure, without penalty, substitute services until PCC can restore services, at which time PCC's responsibilities and rights under this Agreement shall be reinstated. For its protection, CLIENT shall, at its own expense, purchase and maintain business interruption and/or accounts receivable insurance to cover any and all of CLIENT's losses caused or related to such catastrophic event(s), as stated above.
21. **Incorporated Documents.** It is specifically agreed that Exhibit 1, 2, and 3 same being attached hereto, are by this reference, incorporated within this "Billing Services Agreement" as if same had been set forth fully verbatim herein.
22. **Miscellaneous.**
- a) This Agreement contains the entire agreement of the parties relative to the services to be provided to CLIENT and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied in the Agreement will be of any force or effect.
  - b) This Agreement specifically supersedes any prior written or oral agreements between the parties related to the Parties obligations and responsibilities set out herein.
  - c) This Agreement is binding upon, and inures to the benefit of, and is enforceable by PCC, CLIENT and their respective legal representatives, assigns and successors in interest, subject to Section 22(D) below.
  - d) Neither party may assign this Agreement without the prior written consent of their counterpart, provided that this Agreement will be deemed assigned to, and will be binding upon, the survivor in any merger or business combination involving a party or the purchaser of all or substantially all of the assets of a party.
  - e) Any amendments hereto shall be in writing and will not be effective until fully executed and approved by both parties.
  - f) PCC and CLIENT acknowledge that they are duly authorized by appropriate corporate action to enter into this Agreement and that this Agreement is being signed by duly authorized agents authorized to act on their respective behalf.
  - g) This Agreement may be executed in the singular or in identical counterparts. Once signed by all parties, each counterpart document shall have equal binding effect. Facsimile and electronic signature shall have the same effect as an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

CLIENT

PCC

By: \_\_\_\_\_

By: Travis Smith \_\_\_\_\_

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Title: \_\_\_\_\_

Title: VP \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT 1: RESPONSIBILITIES OF EACH PARTY

### **In performance of their duties for the collection of reimbursement for services rendered by CLIENT, PCC shall:**

1. Perform claim scrubbing services on behalf of CLIENT, in accordance with: CPT-4 and/or HCPCS, including applicable modifiers, and ICD-9 CM & ICD-10 CM coding schemes. All claim scrubbing services shall conform to currently applicable and published rules and guidelines issued by the American Medical Association, the Centers for Medicare and Medicaid Services, and/or the World Health Organization and other copyright owners of coding formats.
2. Without waiver of its other rights and remedies, PCC is expressly relieved of any obligation of performing claim scrubbing if:
  - a) Complete and legible documentation to support the assignment of codes has not been supplied; or
  - b) The code(s) assigned are not adequately supported by the documentation supplied; or
  - c) Clear and unambiguous coding rules and/or guidelines are not available or are in dispute; or
  - d) The identity of the provider of services for whom coding shall be performed is missing or uncertain.
3. Regularly monitor Patient Care Report volume, reconciled to applicable activity records/logs.
4. Develop and maintain electronic data interfaces directly with CLIENT's ePCR (where such software allows) for the collection of patient demographic data. CLIENT agrees to apply its best efforts to assist PCC in achieving these interfaces, including, but not limited to, interceding with ePCR Information Systems staff, administration and others.
5. Use reasonable efforts to enter all procedural and demographic data necessary for patient and third party billing into its billing system in a timely and accurate manner subject to CLIENT's obligation under the Agreement to provide accurate and complete demographic information.
6. Submit claims electronically to many third party payers regularly billed by PCC that are capable of accepting claims in electronic format.
7. Issue bills to individuals for all self pay balances owed, with a minimum of three (3) statements and one (1) past due letter. After completion of the foregoing cycle, the account will be referred to a third party collection agency selected by CLIENT. PCC is not responsible for the actions or results of such collection agency.
8. Provide toll free phone lines for patient inquiries and adequate phone inquiry staff to effectively respond to patients in a reasonable amount of time.
9. Prepare and deliver month-end reports of the billing performance and practice statistics in a format acceptable to CLIENT. This duty shall be fulfilled primarily by electronic means, unless specifically required by CLIENT to receive paper reports.
10. Upon request, present reports of billing performance via cost effective and mutually agreed upon means, including but not limited to online Webinar (or similar) or in the CLIENT's offices, upon the request of the CLIENT. The on-site meeting shall be at a time convenient to both PCC and CLIENT and at CLIENT'S option; provided that CLIENT shall be responsible for any and all travel and travel related costs and expenses of PCC. Costs shall be estimated and agreed upon for any hotel fees, mileage, meals, and any other travel related expenses prior to travel.
11. Produce monthly credit balance reports and advise the CLIENT of refunds due to both patients and third party payers.
12. Prepare refund requests as directed by Insurance Companies &/or CLIENT for CLIENT processing, unless

prohibited by third party payer rules or regulations. CLIENT is solely responsible for refunding and promptly issuing such refunds within 60 days of identification of the overpayment. Failure by either party to fulfill their respective duties shall constitute a material breach of the Agreement

13. Provide CLIENT with reports (at provider's request) of all CPT-4, HCPCS and ICD-9 & ICD-10 CM statistics, showing the pattern of codes processed, by individual code.
14. Maintain and follow a written program for quality assurance in the areas of coding and billing regulatory compliance.
15. Use reasonable efforts to advise CLIENT with respect to any material change in third party rules and regulations which are made known to providers and third party billing agents or otherwise known to PCC.
16. Upon CLIENT request, apply for and monitor progress of CLIENT applications for Third Party Identification numbers at the rates outlined in the Fees section of the Agreement. CLIENT acknowledges that PCC will promptly submit such application following receipt of all required information but is not responsible for the timeliness of payer completion of the enrollment process and that payer completion may affect reimbursement for CLIENT charges.
17. Review and make recommendations with respect to coding, and service descriptions. PCC will review the CLIENT fee schedule prior to the onset of billing activity, and upon request thereafter.

**CLIENT, in supporting the success of the billing process and to facilitate optimal performance by PCC, shall:**

1. Identify one administrative and one clinical representative to whom PCC may, respectively, address all matters related to Services under this Agreement. All CLIENT representatives will have the power to agree, on behalf of CLIENT, to mutually agreed resolutions to any issues arising in their respective areas, and to, upon PCC's request, receive confirmatory memoranda or letters, which will thereupon be incorporated into this Agreement by reference. These individuals will provide timely response to all reasonable requests by PCC.
2. CLIENT warrants that PCC may rely on the existence of: patient signatures on assignment of benefits, medical information releases and Advance Beneficiary Notices and, medical signatures on charts and other medical documents, as required for submission of claims on behalf of CLIENT and upon the accuracy and completeness of all information furnished to PCC by CLIENT or on CLIENT's behalf as to the services rendered by CLIENT.
3. CLIENT providers will identify the diagnosis or medical condition that supports the medical necessity of a patient's services, if one exists. PCC shall not be responsible for claim denials, partial payments or payment reductions resulting from services that are deemed 'not medically necessary' by third party payers, beyond their duty to assure that such non-payment decisions are not arbitrary or otherwise inappropriate and are not based on data entry or other clerical or computer system errors.
4. CLIENT will assist PCC in working with and/or resolving problems related to work performed by personnel employed by hospitals, labs and other institutions in order to achieve the goals of this Agreement and the provision of Services by PCC in an efficient and cost-effective manner.
5. CLIENT will provide PCC within five (5) days advance notice of the expected addition or departure of an ambulance director or contact person in order for PCC to have adequate time to perform its duties under the agreement. PCC will not be responsible for losses or delays in payment resulting from failure to provide such notice or untimely notice.
6. CLIENT will provide a response within five (5) days to chart and other information requests, made by payers and forwarded from PCC. CLIENT acknowledges that failure to comply with this duty may result in claim denial, payment reduction or forfeiture of payment or appeal rights.

7. Upon receipt of the refund request from PCC, CLIENT will issue refunds of overpayments within 60 days of identification to patients and payers and shall be responsible for reconciliation of the refund checking account to assure that all refund checks have been cashed. CLIENT shall promptly notify PCC of the receipt of cancelled checks & provide written notification to PCC upon which PCC shall rely to remove credit balances from CLIENT's accounts receivable files. CLIENT shall be solely responsible for monitoring and surrendering unclaimed funds to the Treasurer of the State having escheat jurisdiction over any unclaimed payments.
8. CLIENT shall be responsible for assuring that all information required for provider enrollment, if performed by PCC, is provided timely, accurately and completely. PCC shall not be responsible for delays in provider enrollment and subsequent billing and payment delays or losses related to client omissions or delayed response by CLIENT.
9. CLIENT hereby acknowledges its independent and non-transferable duty to establish and remain aware of, and be compliant with, all applicable federal and state laws and regulations, contractual rules and regulations, contracts, published notices and other applicable duties. Nothing in this Agreement shall be construed to abrogate, transfer, delegate or otherwise diminish CLIENT's duties regarding awareness of, and compliance with, all applicable CLIENT duties.
10. CLIENT shall give PCC timely advance notice of any new payment contracts, HMO or PPO relationships and other contracts or market changes so that PCC may accommodate these changes, as necessary.
11. CLIENT shall ensure that any third party collection agency to which collection accounts are referred reports all collections and the source within a reasonable timeframe.



## EXHIBIT 2: COMPLIANCE

Each party to this Agreement has made a commitment to perform their respective duties in a legal and compliant manner, consistent with currently published and applicable federal, state and local laws, rules and regulations. In support of that commitment, subject to the more express provisions (if any) of a Compliance Plan adopted by each party which is an "effective" compliance plan under the applicable standards promulgated by the Office of the Inspector General of the Department of Health and Human Services, as referred to in the Agreement each party agrees to the following:

1. Each party will conduct its own periodic risk assessment and advise their counterpart of any findings that may affect their counterpart's compliance or performance under this Agreement.
2. Each party agrees to conduct appropriate background checks on all management employees, contractors, agents and vendors to assure that all services are provided by individuals who have not been excluded by any government authority. Background checks done by CLIENT shall be reported to PCC for verification of eligibility for CMS requirements.
3. Each party agrees to maintain appropriate compliance records and assure their completeness, security and safety.
4. Each party agrees to pay specific attention to complying with the rules and regulations related to the following areas of widely known compliance risk:
  - a) Improper waiver or reduction of charges, deductibles and copayments;
  - b) Up coding, unbundling, serial reporting and other coding violations;
  - c) Failure to completely and legibly document the services for which payment is being sought, including signature of the applicable supporting record(s);
  - d) Misuse of a provider number or misrepresentation of the identity of a provider of services;
  - e) Failure to repay overpayments or untimely refund of overpayments;
  - f) Seeking duplicate payment for the same service and/or from the same source;
  - g) Failure to maintain proper records of current and prior billing;
  - h) Failure to protect the confidentiality of patient information.
5. Each party agrees that, in the event that they become aware of a compliance concern that appears to be related to their counterpart's conduct, they will promptly communicate that concern to their counterpart. The party receiving notice will take prompt action to investigate the notice and will timely (within 30 days) report back to their counterpart on the status of the reported concern.
6. Each party agrees that they will defer reporting any such concern to any payer, government agency or agent, or law enforcement organization unless they have complied with the above paragraph and remain concerned that their counterpart's response is inappropriate or more than thirty days have elapsed without any response. It is understood that only in cases where a party has firm, credible evidence of deliberate, willful or criminal misconduct will they consider immediate reporting to anyone other than their counterpart.
7. Nothing in this paragraph shall be construed to infer or imply a duty or expectation that any party will knowingly conceal or participate in any misconduct, or allow any misconduct to continue.
8. Each party agrees to be separately responsible for their respective compliance-related legal and consulting expenses.
9. Notwithstanding anything to the contrary in this Agreement, the parties agree that to the extent required by PCC in connection with maintenance of an effective Compliance Plan:
  - a) PCC may decline to submit any claim not supported by appropriate documentation (as reasonably determined by PCC), which documentation shall be available for review and audit. PCC shall have an

affirmative duty to provide CLIENT with timely notice of any such decision, including their basis and a list of the affected claims. CLIENT shall have an affirmative duty to timely respond to such notice and cooperate in the resolution thereof.

- b) PCC may take appropriate steps to resolve, or to advise CLIENT to resolve, overpayments or credit balances within 60 days of identification. CLIENT will comply with the reasonable suggestions of PCC.
- c) If CLIENT returns payment(s) to payer or patient due to licensure or lapse in certification or other compliance issue that client caused which otherwise would not have generated a refund, PCC shall not credit CLIENT for claims processing fees for such returned payments.
- d) If PCC discovers evidence of misconduct by CLIENT relating to billing, PCC may refrain from submitting questionable claims and notify CLIENT of its determination in writing. If PCC discovers credible evidence of CLIENT's continued misconduct following such a notice or discovers willful, deceptive, flagrant, fraudulent or abusive conduct by CLIENT, PCC may (i) refrain from submitting any claims PCC determines to be false or inappropriate, (ii) terminate this Agreement, without penalty, immediately on written notice, and/or (iii) report the misconduct to appropriate State and/or Federal authorities.
- e) In addition, CLIENT will take reasonable steps to comply with any audit or investigation by PCC or governmental agency relating to an effective Compliance Plan and will appoint a senior member of CLIENT's practice with responsibility and appropriate internal authority to work with PCC as to compliance with State and/or Federal laws and regulations relating to billing.

## EXHIBIT 3: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement, dated as of November 1<sup>st</sup>, 2023 (“BA Agreement”), is by and between **Jasper County EMS** (referred to herein as the “Covered Entity”, within the meaning as defined at 45 CFR 160.103) and **PCC Inc.** (referred to herein as the “Business Associate”, within the meaning as defined at 45 CFR 160.103).

**WHEREAS**, Covered Entity and Business Associate are parties to an arrangement pursuant to which Business Associate provides certain services to Covered Entity as further set forth in that certain agreement by and between the parties attached and incorporated by reference. In connection with Business Associate’s services, Business Associate may assist in the performance of a function or activity involving the use or disclosure of individually identifiable health information, which information is subject to protection under the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 (collectively referred to herein as the “HIPAA Rules”).

**WHEREAS**, in light of the foregoing and the requirements of HIPAA Rules, Business Associate and Covered Entity agree to be bound by the following terms and conditions.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. General Definitions.

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

### 2. Obligations and Activities of Business Associate.

- a. Use and Disclosure. Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this BA Agreement or as Required By Law. Business Associate shall comply with the provisions of this BA Agreement relating to privacy and security of Protected Health Information and all present and future provisions of the HIPAA Rules that relate to the privacy and security of Protected Health Information and that are applicable to Covered Entity and/or Business Associate.
- b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this BA Agreement. Without limiting the generality of the foregoing sentence, Business Associate will:
  - i. Comply with its administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information as required by the HIPAA Rules;
  - ii. Ensure that any agent, including a subcontractor, to whom Business Associate provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect Electronic Protected Health Information; and
  - iii. Promptly report to Covered Entity any Security Incident of which Business Associate becomes aware as well as any use or disclosure of Protected Health Information of which it becomes aware not provided for by the BA Agreement. In addition, Business Associate agrees to promptly notify Covered Entity following the discovery of any Breach as required at 45 CFR 164.410.
  - iv. Comply with its Breach notification policy that reasonably and appropriately identifies any potential Breach of the HIPAA Rules by Business Associate and/or to the extent Business Associate has knowledge of, by Covered Entity, and provides procedure for proper response and notification of any such Breach as required by the HIPAA Rules and any other applicable Federal or State laws.

- c. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or its employees, officers or agents in violation of the requirements of this BA Agreement (including, without limitation, any Security Incident or Breach of Unsecured Protected Health Information). Business Associate agrees to reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this BA Agreement and/or any Security Incident or Breach. Business Associate shall also reasonably cooperate and coordinate with Covered Entity in the preparation of any reports or notices to the Individual, a regulatory body or any third party required to be made under HIPAA Rules, or any other Federal or State laws, rules or regulations, provided that any such reports or notices shall be subject to the prior written approval of Covered Entity.
- d. Agents. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by, Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this BA Agreement to Business Associate with respect to such information.
- e. Access to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under HIPAA Rules. If an Individual makes a request for access to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.
- f. Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to HIPAA Rules at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity. If an Individual makes a request for an amendment to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three business (3) days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.
- g. Access to Books and Records. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- h. Accountings. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the HIPAA Rules.

- i. Requests for Accountings. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the HIPAA Rules. If an Individual makes a request for an accounting directly to Business Associate, Business Associate shall notify Covered Entity of the request within three business (3) days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.
3. **Permitted Uses and Disclosures by Business Associate.**
  - a. Required For Provision of Services. Except as otherwise limited in this BA Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as reasonably required in performing its services to Covered Entity, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. To the degree required for provision of services hereunder, Business Associate may de-identify information received from Covered Entity for such purposes as would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
  - b. Use for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
  - c. Disclosure for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may make uses and disclosures and requests for Protected Health Information for the proper management and administration of the Business Associate, provided that (i) disclosures are Required by Law, (ii) disclosures are consistent with the Covered Entity's minimum necessary policies and procedures, or (iii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
4. **Covered Entity Notification of Privacy Practices and Restrictions.**
  - a. Limitation(s) in Privacy Policies. Covered Entity shall notify Business Associates of any limitation(s) in its notice of privacy practices, to the extent that any such limitation may affect Business Associate's uses or disclosure of Protected Health Information.
  - b. Changes/Revocation of Permission. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.
  - c. Restriction of Protected Health Information. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under the HIPAA Rules, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.
5. **Permissible Requests by Covered Entity.** Except as otherwise Required by Law or set forth herein, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.
6. **Term and Termination.**

- a. Term. This BA Agreement shall be effective as of the date of this BA Agreement and shall terminate upon the effective date of Termination for Cause.
  - b. Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the BA Agreement and Business Associate has not cured the breach or ended the violation within the time specified by covered entity.
  - c. Obligations of Business Associate Upon Termination. Upon termination of this BA Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
    - i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
    - ii. Return to Covered Entity, or, if agreed to by Covered Entity, destroy, the remaining Protected Health Information that the Business Associate still maintains in any form
    - iii. Continue to use appropriate safeguards and comply the HIPAA Rules with respect to Electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;
    - iv. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out in Section 3 which applied prior to termination; and
    - v. Return to covered entity, or, if agreed to by covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
  - d. Survival. The obligations of Business Associate under this Section 6 shall survive the termination of this BA Agreement.
7. Indemnity. Covered Entity agrees to indemnify, defend and hold harmless Business Associate and its employees, directors/trustees, members, professional staff, representatives and agents (collectively, the "Indemnitees") from and against any and all claims (whether in law or in equity), obligations, actions, causes of action, suits, debts, judgments, losses, fines, penalties, damages, expenses (including attorney's fees), liabilities, lawsuits or costs incurred by the Indemnities which arise or result from a breach of the terms and conditions of this BA Agreement or a violation of the HIPAA Rules by Covered Entity or its employees or agents. Covered Entity's indemnification obligations hereunder shall not be subject to any limitations of liability or remedies in the Service Agreement.
8. Compliance with HIPAA Transaction Standards. When providing its services and/or products, Covered Entity shall comply with all applicable HIPAA Rules standards and requirements with respect to the transmission of Electronic Protected Health Information in connection with any transaction for which the Secretary has adopted a standard under HIPAA ("Covered Transactions"). Covered Entity represents and warrants that it is aware of all current HIPAA standards and requirements regarding Covered Transactions, and Covered Entity shall comply with any modifications to the HIPAA Rules which may become effective from time to time. Covered Entity agrees that such compliance shall be at its sole cost and expense, which expense shall not be passed on to Business Associate in any form, including, but not limited to, increased fees. Covered Entity shall require all of its agents and subcontractors (if any) who assist Covered Entity in providing its services and/or products to comply with the terms of this Section 8.
9. Miscellaneous.

- a. Regulatory References. A reference in this BA Agreement to a section in the HIPAA Rules means the section as in effect or as amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.
- b. Amendment. The Parties agree to take such action as is necessary to this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules and any other applicable law.
- c. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.
- d. Miscellaneous. This BA Agreement shall be governed by, and construed in accordance with the laws of the State of Iowa, exclusive of conflict of law rules. Each party to this BA Agreement hereby agrees and consents that any legal action or proceeding with respect to this BA Agreement shall only be brought in the courts of the state where the Business Associate is located in the county where the Business Associate is located. This BA Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and this BA Agreement supersedes and replaces any former business associate agreement or addendum entered into by the parties. This BA Agreement may be executed in counterparts, each of which when taken together shall constitute one original. Any PDF or facsimile signatures to this BA Agreement shall be deemed original signatures to this BA Agreement. No amendments or modifications to the BA Agreement shall be effected unless executed by both parties in writing.

IN WITNESS WHEREOF, the parties have executed this BA Agreement as of the date set forth above.

Covered Entity

Business Associate

**ABC Ambulance Service**

**PCC Inc. An Ambulance Billing Service**

By: \_\_\_\_\_

By: Travis Smith

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Title: \_\_\_\_\_

Title: VP

Date: \_\_\_\_\_

Date: 10/24/2023

# DRAFT AIA® Document B133™ - 2019

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

AGREEMENT made as of the Twenty-second day of December in the year Two  
Thousand Twenty-three

(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 2 Office/Shop Building »  
«Newton, Iowa »  
« »

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

«Stahl Construction »« »  
«1861 SE Princeton Drive, Suite 600 »  
«Grimes, IA 50111 »  
« »

The Owner and Architect agree as follows.

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

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

This document is intended to be used in conjunction with AIA Documents 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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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.)*

«A single-story office/shop building with an estimated construction cost of \$3.5 million to include office spaces, an equipment maintenance/mechanical shop, equipment and program storage, and a storage mezzanine. Project is located outside of Newton, Iowa in Jasper County Iowa.»

§ 1.1.2 The Project's physical characteristics:

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

« »

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

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

«Estimated construction cost of \$3.5 million.»

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

.1 Design phase milestone dates, if any:

«Schematic Design Phase:	February 9, 2024
Design Development:	March 29, 2024
Construction Documents 95% Completion:	June 28, 2024
«GMP:	July 10, 2024
Bidding Phase:	October 2024
GMP	November 2024»

.2 Construction commencement date:

«Pre-Construction:	January through March, 2025
Construction:	April, 2025 through December, 2025»

.3 Substantial Completion date or dates:

«December 2025»

.4 Other milestone dates:

Occupancy by January 2026

§ 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™-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: mifrietsch@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)

« »

- .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-ae.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:

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

.2 Mechanical Engineer:

«Farris Engineering.»  
«12700 West Dodge Road.»  
«Omaha, NE 68154.»  
«.»  
«.»

.3 Electrical Engineer:

«Farris Engineering.»  
«12700 West Dodge Road.»  
«Omaha, NE 68154.»  
«.»  
«.»

§ 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	Not Provided – CM Selection Complete
§ 4.1.1.2 Programming	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 Landscape 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 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™-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 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  
(Insert amount)

«Building Design \$210,000»

«Construction Administration – Hourly \$33,000 (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	\$175.00
Architect VI	\$195.00
Architect V	\$190.00
Architect IV	\$165.00
Architect III	\$135.00
Architect II	\$115.00
Architect I	\$90.00
Structural Engineer II	\$175.00
Structural Engineer I	\$145.00
Interior Designer II	\$95.00
Interior Designer I	\$85.00
CAD Technician II	\$95.00
CAD Technician I	\$75.00
Manager	\$130.00
Administrative II	\$85.00
Administrative I	\$65.00

§ 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)

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## AMENDMENT TO AGREEMENT

**THIS AMENDMENT** (“Amendment”) modifies that certain AIA133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor dated January 13, 2023 (“Agreement”) made between Jasper County, Iowa (“Owner”) and Stahl Construction Company, a Minnesota corporation (“Construction Manager”).

### TERMS AND CONDITIONS

1. This Amendment is made pursuant to Section 5.1.1 of the Agreement and is intended to create an agreement between the parties for additional preconstruction leading to the development of an approved GMP for a new second phase of work at the Liberty Avenue Yard, with an amendment of the Agreement to incorporate the new GMP and ending with commencement of construction by the Construction Manager.

2. Subject to adjustment as needed to advance the Project, the parties are aiming to follow roughly the following timeline for preconstruction services:

#### PHASE II

##### Part 1 Preconstruction

##### **January 2024**

8<sup>th</sup> – Commence design.

10<sup>th</sup> – Design kick-off meeting.

##### **February 2024**

9<sup>th</sup> – Complete preliminary design (30% stage) and present initial scope to the Board.

##### **March 2024**

29<sup>th</sup> – Complete design development (60% stage).

##### **June 2024**

28<sup>th</sup> – Complete construction documents (95% stage).

##### **July 2024**

10<sup>th</sup> – Complete Pre-GMP.

16<sup>th</sup> – Present final plans and Pre-GMP to board.

23<sup>rd</sup> – Establish funding sources with Board, and review for go or no-go on project.

If a Board go is received:

## **Part 2 Preconstruction**

### **August 2024**

Develop bidders list and implement pre-qualification process.

### **September 2024**

Establish bid packages.

### **October 2024**

Receive bids and review with Board.

### **November 2024**

Establish Guaranteed Maximum Price.

Issue bonds as needed.

### **January 2025**

Amend Agreement with Stahl to add GMP.

### **February 2025**

Issue letters of intent to bidders and commence submittal process.

### **March 2025**

Complete submittal process.

### **April 2025**

Commence construction.

3. The Construction Manager's Fee for preconstruction services assumes commencement of construction in the spring of 2025. If the preconstruction phase extends materially beyond April 30, 2025, the Fee will be equitably adjusted to cover additional personnel time resulting from the delayed completion of the preconstruction phase.

4. As compensation for Part 1 preconstruction services under this Amendment, the Construction Manager will receive a Fee guaranteed not to exceed \$38,080 ("Part 1 Guarantee"), which assumes a combined 272 hours of time supplied by the Construction Manager's project manager, assistant project manager, superintendent, and project administrator, charged at 140.00 per hour. In the event the Construction Manager's personnel spend fewer than 272 hours, the Fee shall be based on, and the Owner shall pay, only for the lesser number of hours worked. Except as provided in Paragraph 3 above, if more than 272 hours of services are provided, no additional Fee shall be due. Provided, however, that if the Project scope, cost, complexity, or duration increases materially, the Fee is to be adjusted and equitably increased to compensate the Construction Manager for the resulting change in scope of services. In general terms, the scope of Part 1 preconstruction services includes:

- a. Becoming familiar with the Owner's program, budget, and schedule requirements.
- b. Working in conjunction with the Owner and its design team, finalizing the overall Project schedule with important milestone dates for decision points, completion of design and construction documents, bidding, construction duration, and occupancy.

- c. Preparing the initial conceptual estimate.
- d. Advising on cost, including alternative designs, preliminary budgets, and possible cost reductions.
- e. Advising on schedule, including fast-tracking and phasing.
- f. Conducting periodic plan reviews and advising on content, clarity, and constructability.
- g. Advising on the selection of building materials and systems.

5. Following Board review and consideration of the Pre-GMP as described above, if the Board authorizes the Phase II Project to go forward, as compensation for Part 2 preconstruction services under this Amendment, the Construction Manager will receive a Fee guaranteed not to exceed \$29,120 ("Part 2 Guarantee"), which assumes a combined 208 hours of time supplied by the Construction Manager's project manager, assistant project manager, superintendent, and project administrator, charged at 140.00 per hour. In the event the Construction Manager's personnel spend fewer than 208 hours, the Fee shall be based on, and the Owner shall pay, only for the lesser number of hours worked. Except as provided in Paragraph 3 above, if more than 208 hours of services are provided, no additional Fee shall be due. Provided, however, that if the project scope, cost, complexity, or duration increases materially, the Fee is to be adjusted and equitably increased to compensate the Construction Manager for the resulting change in scope of services. In general terms, the scope of Part 2 preconstruction services includes:

- a. Identifying long-lead items; making recommendations for purchase.
- b. Prequalifying potential bidders in accordance with Chapter 26A of the Iowa Code.
- c. Preparing multiple individual bid packages.
- d. Developing bidders' interest, establishing the bidding schedule, and conducting pre-bid conferences to answer questions and familiarize prospective bidders with special systems, materials, and methods.
- e. Receiving and analyzing bids and making recommendations for acceptance or rejection.
- f. Preparing and submitting for the Owner's approval a proposal with a guaranteed maximum price ("GMP") to construct the project, including a breakdown of costs and a proposed construction schedule.
- g. Securing shop drawings and other required submittals, reviewing for contract compliance, and expediting architect approval.

6. The Construction Manager shall bill monthly for its preconstruction services, with invoices to be submitted to the Owner by the fifth day of each month and payment to be made by the Owner on or before the fifth day of the following month. In the event any invoice is submitted later than the fifth day of a month, payment shall be made within thirty days following receipt by the Owner. There shall be no retainage held on payments for preconstruction services.

7. All general terms (and excluding terms specifically relating only to Phase I) of the Agreement shall remain in effect and be binding on the parties. In the event of conflict between

any term of the Agreement and of this Amendment, the terms of this Amendment shall control. At the appropriate time, the Construction Manager will submit its GMP proposal for Phase II construction, with a guaranteed cost, Fee, personnel rates, and other terms.

This Agreement is entered into and effective upon proper authorization by the Board of Jasper County, Iowa, and upon execution by a duly authorized signatory of each party.

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**OWNER** *(Signature)*

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**CONSTRUCTION MANAGER**  
*(Signature)*

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*(Printed name and title)*

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*(Printed name and title)*

# CWP EQUIPMENT

## ESTIMATE

TECHNICIAN Aaron Croker CUSTOMER Jasper Co Shop PHONE 641-792-5862  
 MODEL 3336 SVanWaardhuizen@jasperia.org Scott  
 S/N 336442  
 HRS  
 WORK ORDER 1010993

APPROVED	SE6	JOB REPAIR DESCRIPTION	LABOR	PARTS	TOTAL
<input checked="" type="checkbox"/>	1	Diagnostics	\$1,280.00		\$1,280.00
<input checked="" type="checkbox"/>	2		\$0.00		\$0.00
<input checked="" type="checkbox"/>	3	New engine remove / replace / program	\$5,760.00	\$31,109.69	\$36,869.69
<input checked="" type="checkbox"/>	4	Engine Core	\$0.00	-\$2,000.00	-\$2,000.00
<input checked="" type="checkbox"/>	5	Freight	\$0.00	\$100.00	\$100.00
<input checked="" type="checkbox"/>	6	Engine Oil	\$0.00	\$159.46	\$159.46
<input checked="" type="checkbox"/>	7	Air filters, Hyd filter, cab filters	\$0.00	\$202.07	\$202.07
<input checked="" type="checkbox"/>	8		\$0.00		\$0.00
<input checked="" type="checkbox"/>	9	RH Lift cylinder rebuild	\$560.00	\$110.00	\$670.00
<input checked="" type="checkbox"/>	10		\$0.00		\$0.00
<input checked="" type="checkbox"/>	11		\$0.00		\$0.00
<input checked="" type="checkbox"/>	12		\$0.00		\$0.00
<input checked="" type="checkbox"/>	13		\$0.00		\$0.00
<input checked="" type="checkbox"/>	14		\$0.00		\$0.00
<input checked="" type="checkbox"/>	15		\$0.00		\$0.00
<input checked="" type="checkbox"/>	16		\$0.00		\$0.00
<input checked="" type="checkbox"/>	17		\$0.00		\$0.00
<input checked="" type="checkbox"/>	18		\$0.00		\$0.00
<input checked="" type="checkbox"/>	19		\$0.00		\$0.00
<input checked="" type="checkbox"/>	20		\$0.00		\$0.00
<input checked="" type="checkbox"/>	21		\$0.00		\$0.00
<input checked="" type="checkbox"/>	22		\$0.00		\$0.00
<input checked="" type="checkbox"/>	23		\$0.00		\$0.00
<input checked="" type="checkbox"/>	24		\$0.00		\$0.00
<input checked="" type="checkbox"/>	25		\$0.00		\$0.00
<input checked="" type="checkbox"/>	26		\$0.00		\$0.00
<input checked="" type="checkbox"/>	27		\$0.00		\$0.00

**TOTALS**      **\$7,600.00**      **\$29,681.22**

NOTES: Brought unit in for excessive smoke out the exhaust. Performed cylinder cut out test and found none of the cylinders were making a difference when injector was cut out due to engine running so poorly. Inspected air intake system, found charge air cooler hose blown allowing system to take in un-filtered air. Removed emissions equipment to gain access to the valve cover, found oil in DOC / DPF due to turbo slobbering oil into filters. Removed valve cover and pulled injectors out of the engine, performed compression and leak down test and bore scoped cylinders. Found low compression and high leak down, also found score marks on cylinder walls. Suggest complete engine that comes with new DOC / DPF due to oil contamination. Complete engine includes all components on the engine, turbo, fuel system, exhaust system, water pump, etc.

**SUBTOTAL**      **\$37,281.22**  
**SERV & ENVIRO FEES**      **\$310.00**  
**\$37,591.22**



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Project(s) and Vendor Ranking

Page 1 of 2

---

Call Order: 017	Contract ID: 50-C050-137	Primary County: JASPER
Letting Date: December 19, 2023 10:00 A.M.		DBE Goal: 3.0%
Letting Status: AWARDED	Awarded Vendor: PETERSON CONTRACTORS INC	
Contract Period: Start Date: 05/06/24 120 Working Days		

---

Project Information:

Project: BRS-C050(137)-60-50	WorkType: BRIDGE REPLACEMENT - PPCB
County: JASPER	Prj Awd Amt:
Route: S62	
Location: On S 62, Over N. SKUNK RIVER, from N 107th Ave W N.p. 1 miles S5 T81 R19	

**CONFIDENTIAL - Destroy if NOT awarded**





Contracts and Specifications Bureau

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Project(s) and Vendor Ranking

Call Order: 017  
Letting Date: December 19, 2023 10:00 A.M.  
Letting Status: AWARDED  
Contract Period: Start Date: 05/06/24 120 Working Days

Contract ID: 50-C050-137

Primary County: JASPER

DBE Goal: 3.0%

Awarded Vendor: PETERSON CONTRACTORS INC

Rank	Vendor ID	Vendor Name	Total Bid	Percent Of Low Bid
1	PE320	PETERSON CONTRACTORS INC.	\$1,538,699.68	100.00%
		<i>BID WINNER: MET THE DESIGNATED DBE GOAL</i>		
2	GO020	GODBERSEN-SMITH CONSTRUCTION CO. & SUBSID.	\$1,635,043.79	106.26%
3	CO040	A.M. COHRON & SON, INC.	\$1,698,552.44	110.39%
4	IO081	IOWA BRIDGE & CULVERT, L.C.	\$1,709,311.93	111.09%
5	HE420	HERBERGER CONSTRUCTION CO., INC.	\$1,745,785.99	113.46%
6	MI919	MINTURN, INC.	\$1,877,646.00	122.03%

CONFIDENTIAL - Destroy If Not Awarded



Contracts and Specifications Bureau

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Tabulation of Construction and Material Bids

Call Order: 017

Contract ID: 50-C050-137

Primary County: JASPER

Letting Date: December 19, 2023

Line No / Item Number				(1) PETERSON CONTRACTORS INC.		(2) GODBERSEN-SMITH CONSTRUCTION CO. & SUBSID.		(3) A.M. COHRON & SON, INC.	
Item Description									
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001 Items for a 201'-4 x 30'-6 Pretensioned Prestressed Concrete Beam Bridge									
						Cat Alt Set:		Cat Alt Member:	
0010	2102-2710070	108.000	CY	25.00000	2,700.00	<del>25.00000</del>	2,700.00	10.10000	1,090.80
	EXCAVATION, CLASS 10, ROADWAY AND BORROW								
0020	2104-2710020	2,382.000	CY	9.00000	21,438.00	10.00000	23,820.00	4.43000	10,552.26
	EXCAVATION, CLASS 10, CHANNEL								
0030	2105-8425015	700.000	CY	13.00000	9,100.00	10.00000	7,000.00	7.38000	5,166.00
	TOPSOIL, STRIP, SALVAGE AND SPREAD								
0040	2121-7425020	70.000	TON	47.00000	3,290.00	40.00000	2,800.00	47.22000	3,305.40
	GRANULAR SHOULDERS, TYPE B								
0050	2301-0690210	356.920	SY	284.00000	101,365.28	199.00000	71,027.08	194.00000	69,242.48
	BRIDGE APPROACH, TWO LANE								
0060	2401-6745625	(1)	LS	100,000.00000	100,000.00	50,000.00000	50,000.00	38,607.01000	38,607.01
	REMOVAL OF EXISTING BRIDGE								
0070	2402-2720000	210.000	CY	18.75000	3,937.50	50.00000	10,500.00	23.59000	4,953.90
	EXCAVATION, CLASS 20								

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Contracts and Specifications Bureau

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Tabulation of Construction and Material Bids

Call Order: 017

Contract ID: 50-C050-137

Primary County: JASPER

Letting Date: December 19, 2023

Line No / Item Number				(1) PETERSON CONTRACTORS INC.		(2) GODBERSEN-SMITH CONSTRUCTION CO. & SUBSID.		(3) A.M. COHRON & SON, INC.	
Item Description									
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001 Items for a 201'-4 x 30'-6 Pretensioned Prestressed Concrete Beam Bridge									
Cat Alt Set: Cat Alt Member:									
0080	2402-2721000	204.000	CY	21.25000	4,335.00	350.00000	71,400.00	276.73000	56,452.92
EXCAVATION, CLASS 21									
0090	2403-0100010	445.200	CY	950.00000	422,940.00	895.00000	398,454.00	921.87000	410,416.52
STRUCTURAL CONCRETE (BRIDGE)									
0100	2404-7775000	20,890.000	LB	1.21000	25,279.90	1.40000	29,246.00	1.45000	30,290.50
REINFORCING STEEL									
0110	2404-7775005	72,395.000	LB	1.24000	89,769.80	1.25000	90,493.75	1.68000	121,623.60
REINFORCING STEEL, EPOXY COATED									
0120	2407-0551363	10.000	EACH	13,900.00000	139,000.00	16,500.00000	165,000.00	17,475.03000	174,750.30
BEAMS, PRETENSIONED PRESTRESSED CONCRETE, C63									
0130	2407-0551371	5.000	EACH	16,700.00000	83,500.00	19,500.00000	97,500.00	21,468.50000	107,342.50
BEAMS, PRETENSIONED PRESTRESSED CONCRETE, C71									
0140	2408-7800000	4,122.000	LB	4.25000	17,518.50	5.50000	22,671.00	5.15000	21,228.30
STRUCTURAL STEEL									

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Tabulation of Construction and Material Bids

Call Order: 017

Contract ID: 50-C050-137

Primary County: JASPER

Letting Date: December 19, 2023

Line No / Item Number				(1) PETERSON CONTRACTORS INC.		(2) GODBERSEN-SMITH CONSTRUCTION CO. & SUBSID.		(3) A.M. COHRON & SON, INC.	
Item Description				Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Alt Set / Alt Member	Quantity and Units								
SECTION: 0001 Items for a 201'-4 x 30'-6 Pretensioned Prestressed Concrete Beam Bridge									
				Cat Alt Set:			Cat Alt Member:		
0150	2414-6424124	456.700	LF	74.25000	33,909.98	101.56000	50,237.00	101.56000	46,382.45
CONCRETE OPEN RAILING, TL-4									
0160	2501-0201042	2,880.000	LF	35.84000	103,219.20	45.00000	129,600.00	49.63000	142,934.40
PILES, STEEL, HP 10 X 42									
0170	2501-0201057	2,880.000	LF	45.31000	130,492.80	55.00000	158,400.00	61.00000	175,680.00
PILES, STEEL, HP 10 X 57									
0180	2501-6335010	160.000	LF	54.00000	8,640.00	45.00000	7,200.00	74.37000	11,899.20
PREBORED HOLES									
0190	2505-4008120	224.000	LF	21.80000	4,883.20	15.00000	3,360.00	6.26000	1,402.24
REMOVAL OF STEEL BEAM GUARDRAIL									
0200	2505-4008410	4.000	EACH	2,700.00000	10,800.00	2,700.00000	10,800.00	2,700.00000	10,800.00
STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-201									
0210	2505-4021010	4.000	EACH	325.00000	1,300.00	325.00000	1,300.00	325.00000	1,300.00
STEEL BEAM GUARDRAIL END ANCHOR, BOLTED									

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Tabulation of Construction and Material Bids

Call Order: 017

Contract ID: 50-C050-137

Primary County: JASPER

Letting Date: December 19, 2023

Line No / Item Number				(1) PETERSON CONTRACTORS INC.		(2) GODBERSEN-SMITH CONSTRUCTION CO. & SUBSID.		(3) A.M. COHRON & SON, INC.	
Item Description									
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001 Items for a 201'-4 x 30'-6 Pretensioned Prestressed Concrete Beam Bridge									
Cat Alt Set: Cat Alt Member:									
0220	2505-4021710	4.000	EACH	2,840.00000	11,360.00	2,840.00000	11,360.00	2,840.00000	11,360.00
STEEL BEAM GUARDRAIL TANGENT END TERMINAL, LS-625									
0230	2507-2638650	41.000	SY	130.00000	5,330.00	75.00000	3,075.00	102.03000	4,183.23
BRIDGE WING ARMORING - EROSION STONE									
0240	2507-3250005	1,100.000	SY	4.00000	4,400.00	4.00000	4,400.00	4.24000	4,664.00
ENGINEERING FABRIC									
0250	2507-6800061	850.000	TON	73.00000	62,050.00	65.00000	55,250.00	75.39000	64,081.50
REVTMENT, CLASS E									
0260	2510-6745850	327.560	SY	17.00000	5,568.52	16.00000	5,240.96	21.26000	6,963.93
REMOVAL OF PAVEMENT									
0270	2526-8285000	(1)	LS	6,000.00000	6,000.00	6,000.00000	6,000.00	6,000.00000	6,000.00
CONSTRUCTION SURVEY									
0280	2527-9263109	7.200	STA	600.00000	4,332.00	600.00000	4,332.00	600.00000	4,332.00
PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED									

CONFIDENTIAL - destroy if not awarded



Contracts and Specifications Bureau

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Tabulation of Construction and Material Bids

Call Order: 017

Contract ID: 50-C050-137

Primary County: JASPER

Letting Date: December 19, 2023

Line No / Item Number				(1) PETERSON CONTRACTORS INC.		(2) GODBERSEN-SMITH CONSTRUCTION CO. & SUBSID.		(3) A.M. COHRON & SON, INC.	
Item Description				Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Alt Set / Alt Member	Quantity and Units			Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001 Items for a 201'-4 x 30'-6 Pretensioned Prestressed Concrete Beam Bridge									
				Cat Alt Set:		Cat Alt Member:			
0290	2528-2518000	2.000	EACH	200.00000	400.00	400.00000	800.00	200.00000	400.00
SAFETY CLOSURE									
0300	2528-8445110	(1)	LS	10,200.00000	10,200.00	8,730.00000	8,730.00	7,800.00000	7,800.00
TRAFFIC CONTROL									
0310	2533-4980005	(1)	LS	100,000.00000	100,000.00	125,000.00000	125,000.00	136,000.00000	136,000.00
MOBILIZATION									
0320	2601-2634100	1.700	ACRE	1,750.00000	2,975.00	750.00000	1,275.00	750.00000	1,275.00
MULCHING									
0330	2601-2636043	1.700	ACRE	2,250.00000	3,825.00	1,000.00000	1,700.00	1,000.00000	1,700.00
SEEDING AND FERTILIZING (RURAL)									
0340	2602-0000020	670.000	LF	2.50000	1,675.00	2.00000	1,340.00	2.00000	1,340.00
SILT FENCE									
0350	2602-0000030	68.000	LF	5.00000	340.00	2.00000	136.00	2.00000	136.00
SILT FENCE FOR DITCH CHECKS									

CONFIDENTIAL - Destroy if NOT awarded



Tabulation of Construction and Material Bids

Call Order: 017

Contract ID: 50-C050-137

Primary County: JASPER

Letting Date: December 19, 2023

Line No / Item Number				(4) IOWA BRIDGE & CULVERT, L.C.		(5) HERBERGER CONSTRUCTION CO., INC.		(6) MINTURN, INC.	
Item Description				Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Alt Set / Alt Member	Quantity and Units								
SECTION: 0001 Items for a 201'-4 x 30'-6 Pretensioned Prestressed Concrete Beam Bridge						Cat Alt Set:		Cat Alt Member:	
0010	2102-2710070	108.000	CY	20.00000	2,160.00	10.25000	1,107.00	30.00000	3,240.00
EXCAVATION, CLASS 10, ROADWAY AND BORROW									
0020	2104-2710020	2,382.000	CY	8.00000	19,056.00	10.25000	24,415.50	25.00000	59,550.00
EXCAVATION, CLASS 10, CHANNEL									
0030	2105-8425015	700.000	CY	8.00000	5,600.00	16.50000	11,550.00	27.00000	18,900.00
TOPSOIL, STRIP, SALVAGE AND SPREAD									
0040	2121-7425020	70.000	TON	49.00000	3,430.00	70.00000	4,900.00	60.00000	4,200.00
GRANULAR SHOULDERS, TYPE B									
0050	2301-0690210	356.920	SY	190.00000	69,242.48	280.00000	99,937.60	285.00000	101,722.20
BRIDGE APPROACH, TWO LANE									
0060	2401-6745625	(1)	LS	55,000.00000	55,000.00	100,000.00000	100,000.00	140,000.00000	140,000.00
REMOVAL OF EXISTING BRIDGE									
0070	2402-2720000	210.000	CY	35.00000	7,350.00	40.00000	8,400.00	35.00000	7,350.00
EXCAVATION, CLASS 20									

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Contracts and Specifications Bureau

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Tabulation of Construction and Material Bids

Call Order: 017

Contract ID: 50-C050-137

Primary County: JASPER

Letting Date: December 19, 2023

Line No. / Item Number		Item Description		(4) IOWA BRIDGE & CULVERT, L.C.		(5) HERBERGER CONSTRUCTION CO., INC.		(6) MINTURN, INC.	
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001 Items for a 201'-4 x 30'-6 Pretensioned Prestressed Concrete Beam Bridge				Cat Alt Set:		Cat Alt Member:			
0080	2402-2721000	204.000	CY	460.00000	93,840.00	295.00000	60,180.00	475.00000	96,900.00
EXCAVATION, CLASS 21									
0090	2403-0100010	445.200	CY	940.00000	418,488.00	990.00000	440,748.00	900.00000	400,680.00
STRUCTURAL CONCRETE (BRIDGE)									
0100	2404-7775000	20,890.000	LB	1.75000	36,557.50	1.70000	35,513.00	1.30000	27,157.00
REINFORCING STEEL									
0110	2404-7775005	72,395.000	LB	1.65000	119,451.75	1.55000	112,212.25	1.20000	86,874.00
REINFORCING STEEL, EPOXY COATED									
0120	2407-0551363	10.000	EACH	16,500.00000	165,000.00	18,400.00000	184,000.00	15,750.00000	157,500.00
BEAMS, PRETENSIONED PRESTRESSED CONCRETE, C63									
0130	2407-0551371	5.000	EACH	19,000.00000	95,000.00	22,500.00000	112,500.00	19,000.00000	95,000.00
BEAMS, PRETENSIONED PRESTRESSED CONCRETE, C71									
0140	2408-7800000	4,122.000	LB	5.00000	20,610.00	4.80000	19,785.60	5.00000	20,610.00
STRUCTURAL STEEL									

CONFIDENTIAL - NOT TO BE DESTROYED - NOT AWARDED



Contracts and Specifications Bureau

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Tabulation of Construction and Material Bids

Call Order: 017

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Primary County: JASPER

Letting Date: December 19, 2023

Line No / Item Number				(4) IOWA BRIDGE & CULVERT, L.C.		(5) HERBERGER CONSTRUCTION CO., INC.		(6) MINTURN, INC.	
Item Description									
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001 Items for a 201'-4 x 30'-6 Pretensioned Prestressed Concrete Beam Bridge				Cat Alt Set:		Cat Alt Member:			
0150	2414-6424124	456.700	LF	95.00000	43,386.50	115.00000	52,520.50	110.00000	50,237.00
CONCRETE OPEN RAILING, TL-4									
0160	2501-0201042	2,880.000	LF	56.00000	161,280.00	36.25000	104,400.00	51.00000	146,880.00
PILES, STEEL, HP 10 X 42									
0170	2501-0201057	2,880.000	LF	60.00000	172,800.00	46.00000	132,480.00	55.00000	158,400.00
PILES, STEEL, HP 10 X 57									
0180	2501-6335010	160.000	LF	105.00000	16,800.00	58.00000	9,280.00	175.00000	28,000.00
PREBORED HOLES									
0190	2505-4008120	224.000	LF	10.00000	2,240.00	12.00000	2,688.00	10.00000	2,240.00
REMOVAL OF STEEL BEAM GUARDRAIL									
0200	2505-4008410	4.000	EACH	2,700.00000	10,800.00	2,700.00000	10,800.00	2,700.00000	10,800.00
STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-201									
0210	2505-4021010	4.000	EACH	325.00000	1,300.00	325.00000	1,300.00	325.00000	1,300.00
STEEL BEAM GUARDRAIL END ANCHOR, BOLTED									

CONFIDENTIAL - NOT TO BE DESTROYED

Tabulation of Construction and Material Bids

Call Order: 017

Contract ID: 50-C050-137

Primary County: JASPER

Letting Date: December 19, 2023

Line No / Item Number				(4) IOWA BRIDGE & CULVERT, L.C.		(5) HERBERGER CONSTRUCTION CO., INC.		(6) MINTURN, INC.	
Item Description				Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Alt Set / Alt Member	Quantity and Units								
SECTION: 0001 Items for a 201'-4 x 30'-6 Pretensioned Prestressed Concrete Beam Bridge									
				Cat Alt Set:		Cat Alt Member:			
0220	2505-4021710	4.000	EACH	2,840.00000	11,360.00	2,840.00000	11,360.00	2,840.00000	11,360.00
STEEL BEAM GUARDRAIL TANGENT END TERMINAL, LS-625									
0230	2507-2638650	41.000	SY	120.00000	4,920.00	100.00000	4,100.00	90.00000	3,690.00
BRIDGE WING ARMORING - EROSION STONE									
0240	2507-3250005	1,100.000	SY	3.75000	4,125.00	4.20000	4,620.00	3.50000	3,850.00
ENGINEERING FABRIC									
0250	2507-6800061	850.000	TON	53.00000	45,050.00	76.00000	64,600.00	60.00000	51,000.00
REVTMENT, CLASS E									
0260	2510-6745850	327.560	SY	20.00000	6,551.20	29.00000	9,499.24	30.00000	9,826.80
REMOVAL OF PAVEMENT									
0270	2526-8285000	(1)	LS	6,000.00000	6,000.00	6,300.00000	6,300.00	8,500.00000	8,500.00
CONSTRUCTION SURVEY									
0280	2527-9263109	7.220	STA	600.00000	4,332.00	600.00000	4,332.00	600.00000	4,332.00
PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED									

CONFIDENTIAL - Destroy if not awarded

Tabulation of Construction and Material Bids

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Primary County: JASPER

Letting Date: December 19, 2023

Line No / Item Number				(4) IOWA BRIDGE & CULVERT, L.C.		(5) HERBERGER CONSTRUCTION CO., INC.		(6) MINTURN, INC.	
Item Description				Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Alt Set / Alt Member	Quantity and Units								
SECTION: 0001 Items for a 201'-4 x 30'-6 Pretensioned Prestressed Concrete Beam Bridge									
						Cat Alt Set:		Cat Alt Member:	
0290	2528-2518000	2.000	EACH	200.00000	400.00	210.00000	420.00	200.00000	400.00
SAFETY CLOSURE									
0300	2528-8445110	(1)	LS	7,800.00000	7,800.00	8,200.00000	8,200.00	7,800.00000	7,800.00
TRAFFIC CONTROL									
0310	2533-4980005	(1)	LS	91,000.00000	91,000.00	95,200.00000	95,200.00	152,000.00000	152,000.00
MOBILIZATION									
0320	2601-2634100	1.700	ACRE	700.00000	1,190.00	1,000.00000	1,700.00	750.00000	1,275.00
MULCHING									
0330	2601-2636043	1.700	ACRE	1,500.00000	2,550.00	1,500.00000	2,550.00	1,000.00000	1,700.00
SEEDING AND FERTILIZING (RURAL)									
0340	2602-0000020	670.000	LF	2.25000	1,507.50	2.25000	1,507.50	2.00000	1,340.00
SILT FENCE									
0350	2602-0000030	68.000	LF	5.00000	340.00	2.25000	153.00	2.00000	136.00
SILT FENCE FOR DITCH CHECKS									

CONFIDENTIAL - NOT TO BE DESTROYED OR REPRODUCED WITHOUT THE WRITTEN PERMISSION OF THE IOWA DOT





Contracts and Specifications Bureau

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Tabulation of Construction and Material Bids

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Primary County: JASPER

Letting Date: December 19, 2023

Line No / Item Number				(4) IOWA BRIDGE & CULVERT, L.C.		(5) HERBERGER CONSTRUCTION CO., INC.		(6) MINTURN, INC.	
Item Description				Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Alt Set / Alt Member	Quantity and Units								
SECTION: 0001 Items for a 201'-4 x 30'-6 Pretensioned Prestressed Concrete Beam Bridge									
0360	2602-0000101	68.000	LF	0.50000	34.00	0.50000	6.80	2.00000	136.00
MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK									
0370	2602-0000312	240.000	LF	4.00000	960.00	3.00000	720.00	4.00000	960.00
PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.									
0380	2602-0010010	1.000	EACH	600.00000	600.00	600.00000	600.00	600.00000	600.00
MOBILIZATIONS, EROSION CONTROL									
0390	2602-0010020	1.000	EACH	1,200.00000	1,200.00	1,200.00000	1,200.00	1,200.00000	1,200.00
MOBILIZATIONS, EMERGENCY EROSION CONTROL									
Section Totals:				\$1,709,311.93		\$1,745,785.99		\$1,877,646.00	
Contract Item Totals				\$1,709,311.93		\$1,745,785.99		\$1,877,646.00	
Contract Time Totals									
Contract Grand Totals				\$1,709,311.93		\$1,745,785.99		\$1,877,646.00	

( ) indicates item is bid as Lump Sum

CONFIDENTIAL - destroy if NOT awarded



December 20, 2023

Michael Frietsch, P.E.  
Jasper County Engineer  
910 N. 11th Ave. E.  
Newton, IA 50208-1866

**RE: JASPER COUNTY BRIDGE INSPECTION AND RATING PROGRAM - 2024 AND 2025**

Dear Mr. Frietsch:

This proposal for bridge inspection and rating services for your 2024 and 2025 programs is submitted in accordance with your request for professional structural engineering services. You have asked us to reinspect and rate approximately 152 structures in 2024 and approximately 148 in 2025 from the attached lists for the Standard Rating and HS20 or HL-93 Design Trucks. We will complete Program Manager and Team Leader assignments, provide master lists, cost estimating and summary listing per the Iowa DOT and FHWA guidelines and requirements.

We propose to reinspect these 152 structures in 2024 for a lump sum fee of \$34,500.00 and 148 structures in 2025 for a lump sum fee of \$36,900.00. We will perform any required load rating computations for any new rating trucks, including necessary Emergency Vehicle (EV) and All System Permit reviews, update scour evaluations, and complete fracture critical inspections to justify changes, deficiencies, replacements, repairs, funding, etc. at the following estimated rates:

- Load Rating Computations: \$150.00 Each
- Update Level A or B Scour Evaluations: \$135.00 Each
- Fracture Critical Inspections: \$750.00 Each

In addition to the above, we will provide assistance with the implementation of the SIIMS database, including the upcoming change to the SNBI regulations, and any extra work requested at our hourly rates. Any special equipment costs will be charged to the County as a direct expense as we have done in the past.

Please review this proposal and, if it is acceptable, return one signed and dated copy to us. We will do another good job for you and Jasper County.

Sincerely,

Jeff M. Fadden, P.E.  
Vice President

**ACCEPTED FOR JASPER COUNTY:**

Board of Supervisors – Chair

**RECOMMENDED FOR APPROVAL:**

**ATTESTED:**

Michael Frietsch, P.E.  
Jasper County Engineer

Jasper County Auditor

Date: \_\_\_\_\_



**JASPER COUNTY BRIDGE INSPECTION AND RATING PROGRAM**

The following bridges shall be inspected and completed reports submitted:

**2024**

<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>
A01	C11	E04	F10	H01	J03	N22
A02	C12	E05	F12	H02	J05	O04*
A04	C13	E07	F13	H04	J06	O10
A06	C14	E08	F20	H06	J07	O11
A08	C15	E09	F21	H08	J09	O19
A09	C16	E11	G01	H09	J10	R04*
A11	C18	E14	G02	H10	J11	R20
A14	C19	E15	G03	H11	J12	S13
A15	C23	E16	G04	H12	J13	S14
A16	C26	E18	G06	H14	J16	S15
B01	D01	E19	G09	I01	J18	S23
B02	D05	E20	G10	I02	J20	S24
B03	D06	E21	G12	I07	J21	S25
B05	D09	E22	G13	I08	K15	S26
B06	D10	E24	G18	I09	K35*	S28*
B07	D11	E25	G19	I10	L01	S30
B08	D13	F01	G22	I13	L12	S32*
B14	D14	F04	G25	I16	L17	T02
B15	D16	F05	G27	I18	L25	T04
C05	D17	F06	G28	I22	M03	T06*
C08	D18	F07	G30*	J01	M14	
C10	D19	F09	G34	J02	N08	

\* Indicates an Underwater Inspection (Probing)



**JASPER COUNTY BRIDGE INSPECTION AND RATING PROGRAM**

The following bridges shall be inspected and completed reports submitted:

**2025**

<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>
A02	I19	L03	M12	O07	Q13	S15
A03	I20	L05	M13	O08	Q19	S20
B02	J08	L10	M14	O10	R01	S25
B09	J11	L12	M15	O11	R02	S26
B10	J20	L13	M16	O12	R03	S34
B15	K02	L14	M19	O13	R04	T01
C02	K05	L17	M22	O17	R05	T02
C06	K06	L18	N02	O18	R06	T03
C20	K08	L19	N03	O19	R11	T04
C21	K09	L20	N04	O20	R15	T05
D05	K10	L22	N05	O24	R18	T07
E03	K11	L24	N06	P01	R19	T08
E12	K13	L25	N09	P04	R20	T13
E17	K15	L27	N10	P11	R23	T18
E21	K21 (ENT.)	L28	N13	P12	R25	T22
E24	K22	L29	N14	P15	S03	T26
F01	K28	L31	N17	P18	S04	
F16	K32	M01	N18	P21	S07	
G01	K33	M02	N26	Q01	S11	
G21	K35*	M03	O01	Q03	S12	
H03	K36	M05	O05	Q04	S13	
I07	L01	M07	O06	Q06	S14	



December 19, 2023

Tuesday, December 19, 2023, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Talsma, Stevenson and Cupples present and accounted for; Chairman Talsma presiding.

Motion by Cupples, seconded by Stevenson approving Van Maanen Electric installing of a new CT pad located at the Jasper County Jail for the new generator in the amount of \$26,278.00.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to approve the IRS 2024 standard mileage rate increase from 65.5 cents to 67 cents.

YEA: STEVENSON, TALSMA, CUPPLES

Community Development Director, Kevin Luetters, presented bids for the sale of 248 Hickory St in Newton that was acquired through Code Section 657a. The property was put out for bid with a minimum of \$16,000 to try and recoup what the County had in the property between legal fees and cleaning it up. One sealed bid was presented:

Buddy Cupples      \$8,000.00

Motion by Cupples, seconded by Stevenson to table the 1 bid accepted at \$8,000.00 from Buddy Cupples for further discussion and formal action on January 2, 2024.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to recommend Jasper County remaining in the Opioid Settlement litigation we are currently in and not opting out.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to approve the Engineer Employment Contract & Agreement with Mike Frietsch beginning August 1, 2024, through July 31, 2027.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to approve a liquor license for Westwood Golf Course.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to approve a liquor license for Pheasants Forever.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to approve claims paid through December 19, 2023.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to approve Board of Supervisors minutes from December 12, 2023.

YEA: STEVENSON, TALSMA, CUPPLES

No Board Appointments

Robert Bell spoke to the Board of Supervisors regarding property rights and Community Development advising him to clean his property up with periodic inspections. The Board advised Mr. Bell to work with

Community Development to find common ground and try to get a conditional use permit signed in the near future.

Motion by Stevenson, seconded by Cupples to adjourn the regular meeting and enter into the work session.

YEA: CUPPLES, TALSMA, STEVENSON

Mike Frietsch discussed Phase 2 of Liberty Ave Yard. A new drawing was presented with only 1 shed being built in Phase 2 instead of 2 buildings to help with the overall cost of Phase 2. The Board also discussed changing Board meetings from Tuesday in the future to Monday.

Motion by Talsma, seconded by Cupples to adjourn the Tuesday, December 19, 2023, meeting of the Jasper County Board of Supervisors.

YEA: TALSMA & CUPPLES

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Jenna Jennings, Auditor

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Brandon Talsma, Chairman