


**AIA® Document B101™ – 2017**
**Standard Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the Fifteenth day of October in the year Two Thousand Eighteen  
(In words, indicate day, month and year.)

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

Linn-Mar Community School District  
2999 North Tenth Street  
Marion, Iowa 52302

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

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

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

New Intermediate Buildings  
Echo Hill and 35<sup>th</sup> Avenue  
Marion, Iowa 52302

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

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

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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### ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

The Project consists of two (2) new Intermediate Buildings supporting 800 students each. The Program for both buildings consists of spaces typical of a new grades 5-6 intermediate building including, but not limited to, Administration, Athletics, Music, Media Center, Commons Area, Food Service, and all related support spaces. The area for each Intermediate Building is identified as 115,000 sf.

§ 1.1.2 The Project's physical characteristics:

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

The new Intermediate Buildings will be located on two different sites. One building will be located east of the existing Echo Hill Elementary building on Echo Hill Road in Marion, Iowa. The second building will be located on a newly developed site along 35<sup>th</sup> Avenue in Marion, Iowa. The 35<sup>th</sup> Avenue site will also include off-site public improvements for 35<sup>th</sup> Avenue.

§ 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.)*

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The Owner's overall Project funding is \$55,000,000 for the two (2) new Intermediate Buildings, with an approximate construction cost of \$47,150,000 as identified in the budget analysis.

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

.1 Design phase milestone dates, if any:

Programming	September – October 2018
Schematic Design	October – November 2018
Design Development	November 2018 – January 2019
Contract Documents	January – April 2019
Bidding/Negotiations	April-May 2019

.2 Construction commencement date:

May 2019

.3 Substantial Completion date or dates:

August 2020

.4 Other milestone dates:

Final Completion Date 45 days following substantial completion.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Design Bid Build with competitive bidding for the entire scope of work to a single or multiple prime General Contractors.

§ 1.1.6

*(Paragraphs deleted)*

Intentionally left blank

§ 1.1.6.1 Intentionally left blank

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

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

Shannon Bisgard, Superintendent  
Linn-Mar Community School District

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

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

J.T. Anderson, Chief Financial/Operating Officer and Linn-Mar Community School District Board of Education, as may be required by law.

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

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

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.1 Geotechnical Engineer:

Terracon Consultants, Inc.  
2640 12<sup>th</sup> Street SW  
Cedar Rapids, IA 52404

.2 Civil Engineer:

Site Survey and Traffic Impact Study  
Hall & Hall Engineers  
1860 Boyson Rd.  
Hiawatha, IA 52233

Other, if any:

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

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Roger Worm, Principal  
OPN Architects

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

M2B Engineers

.2 Mechanical Engineer:

Design Engineers

.3 Electrical Engineer:

Design Engineers

.4 Civil Engineer:

Hall & Hall Engineers

§ 1.1.11.2 Consultants retained under Supplemental Services:

Food Service:

Advanced Foodservice Consulting

Landscape Architect:

OPN Architects

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

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

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

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

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

§ 2.2.1 The Architect shall perform its services in compliance with all applicable ordinances, statutes, regulations, codes and the Owner's policies that may exist as of the date of this Agreement.

§ 2.2.2 Whenever this Agreement provides that the Architect may rely on information provided by the Owner, from any source, such reliance shall be reasonably based on the Architect's standard of care contained in Section 2.2.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project, which representative must be acceptable to the Owner. The Architect may not change said representative without the Owner's consent. The Architect, through this representative, shall advise and consult with the Owner during the administration of the Contract for Construction and shall serve as the "Owner's Authorized Contract Representative" for the purposes and/or responsibilities outlined under Iowa law related to any release of retainage funds. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

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

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



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

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

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

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

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

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

*(Paragraphs deleted)*

§ 2.5.7 Excess and Umbrella Liability policy with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.

§ 2.5.8 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements of this Section 2.5. All deductibles and premiums associated with the above coverages shall be the responsibility of the Architect. The certificates will show the Owner as an additional insured on the Commercial General Liability and Automobile Liability policies. The Architect shall require that all Consultants engaged by the Architect carry and maintain sufficient insurance that is appropriate to the project in the reasonable discretion of the Architect. The Architect and Consultants shall submit proof of such insurance to the Owner before submittal of the first invoice. Architect will provide written notice to the Owner at least thirty (30) days prior to any cancellation, nonrenewal, or material modification of the policies for a period of three (3) years from the date of this Agreement.

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

"The insurance company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defense of governmental immunity available to the insured under Iowa Code Section 670 as it now exists or may be amended from time to time. The company and the insured further agree that this policy of insurance shall cover only its claims not subject to the defense of governmental immunity under Iowa Code Section 670"

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

"The insurance company and the insured expressly agree and state that granting additional insured status on this policy of insurance does not waive any of the defense of governmental immunity available to the insured under Iowa Code Section 670 as it now exists or may be amended from time to time."

§ 2.5.11 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional



insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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

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

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

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

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

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

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

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

§ 3.1.7 All documents produced by the Architect and its consultants pursuant to this Agreement shall be created with reasonable professional efforts to comply with applicable laws, statutes, ordinances, codes, rules, regulations and school district policies in effect at the time of construction document submission to building authorities. All Construction Documents shall be dated and shall contain, and/or be adopted by a statement referring to each specific document covered by the signature of the registered Architect and/or Engineer in responsible charge, a certificate that the work was done by such registered Architect and/or Engineer or under the registered Architect's and/or Engineer's direct personal supervision and the Iowa legible seal for such registrant.

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

§ 3.1.9 The Architect will attend review or approval meetings such as: planning and/or facility committee, school board, or public hearings as necessary and/or reasonably requested by the Owner.

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

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

### § 3.2 Schematic Design Phase Services

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

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project including the feasibility of incorporating environmentally responsible design approaches. The Owner must approve any alternative design approaches offered by the Architect prior to incorporating said approaches.

§ 3.2.4 Based on the Project requirements, schedule and budget for the Cost of Work, agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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

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

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

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

§ 3.2.8 The Architect shall not proceed with the Design Development Phase as set forth in Section 3.3 until:

- .1 The Architect has received the Owner's approval of the Schematic Design Documents;
- .2 The Architect has provided the Owner with a written estimate of the Cost of the Work that is within the Owner's Budget for the Cost of the Work, and
- .3 The Architect has received authorization and direction from the Owner to proceed with the Design Development Phase.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements, schedules, and the budget for the Cost of the Work, the Architect will meet with the Owner to review the designs and discuss options. Based on these discussions and the Architect's review, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development

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Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

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

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

- .1 The Architect has received the Owner's approval of the Design Development Documents,
- .2 The Architect has provided the Owner with an estimated bid date and a written estimate for the Cost of the Work that is within the Owner's Budget for the Cost of the Work, and
- .3 The Architect has received authorization and direction from the Owner to proceed with the Construction Documents Phase.

#### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents and the Architect shall assist the Owner in filing the documents in the Owner's name, if necessary, or as required for the approval of government authorities having jurisdiction over the Project. To the extent caused by a negligent act, error or omission of the Architect, the Architect shall be responsible, at its own expense, for making any changes in the Construction Documents necessary to meet such design requirements.

§ 3.4.3 During the development of the Construction Documents, the Architect with the cooperation of the Owner shall develop and prepare (1) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. Any and all sample forms and contracts provided by the Architect shall to the best of its knowledge conform to applicable requirements of Iowa Code Chapter 26, Iowa Code Chapter 573 and any other applicable statutes at the time of issuance of bidding documents. Owner's legal counsel shall be contacted by the Owner to review the Architect's provided forms and contracts for legal and statutory compliance and legal counsel shall notify the Owner and Architect of any needed changes to ensure statutory compliance.

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

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

§ 3.4.6 The Architect shall include in the Conditions of the Contract for Construction and Specifications requirements that the Contractor provide operation manuals and adequate training for the Owner in the operation and maintenance



of mechanical, electrical, heating, ventilation, air conditioning and other building systems installed by the Contractor and provide all warranty information pertaining to such systems.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

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

#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

*(Paragraphs deleted)*

§ 3.5.2.2 The Architect shall not proceed with the competitive bidding phase until:

- .1 The Architect has received the Owner's acceptance of the Construction Documents;
- .2 The Architect has provided the Owner and the Owner's Representative with a final estimate for the Cost of the Work that is within the Owner's Budget for the Cost of the Work; and
- .3 The Architect has received authorization and direction from the Owner to proceed with the competitive bidding phase.

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

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

*(Paragraphs deleted)*

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

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified and incorporated herein by reference. If the Owner and Contractor modify AIA Document A201–2017 General Conditions of the Contract for Construction, those modifications shall be incorporated into this Agreement, and to the extent any such modification affects the Architect's services under this Agreement, the Architect's compensation and schedule shall be adjusted pursuant to Article 4. To the extent of any conflict between the terms of this Agreement and the AIA Document A201-2017 General Conditions of the Construction Contract, the interpretation most favorable to the project shall control.



§ 3.6.1.2 The Architect shall be a representative of the Owner and shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement and until the final warranty period/inspection review is complete. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the later of the date the Architect issues the final Certificate for Payment or the completion of the ten (10) month pre-warranty "walk through" with follow-up on any necessary warranty items until the expiration of the warranty correction period. Provided, however, the Architect shall not issue the final Certificate of Payment until the Owner confirms, in writing, that the Contractor has satisfied all of the conditions under Section 9.10 of the AIA A201 General Conditions of the Construction Contract and the Work has been fully completed in accordance with the Contract Documents.

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

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, shall attend all official construction progress meetings and visit both sites while Work is in progress as mutually agreed to by the parties in Section 4.2.3, to observe and evaluate the site and the Work; to become familiar with the progress and quality of the Work; to determine whether the Work evaluated and observed is proceeding in accordance with the Contract Documents and construction schedule and whether there are defects or deficiencies in the Work evaluated and observed. On the basis of on-site observations and evaluations, the Architect shall keep the Owner informed of the progress and quality of the Work and its conformance with the Construction Documents and the construction schedule and will report to Owner known deviations from the Contract Documents and Construction Schedule. The Architect will provide the Owner with a field observation report within five (5) working days after completion of each site visit as the Project progresses. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

§ 3.6.2.2 If the Architect has knowledge of any Work which does not conform to the Contract Documents which significantly impacts the Owner, the Architect shall promptly notify the Owner. The Architect shall not authorize or direct any Work stoppage, removal of Work in place, or changes in any Work, except for minor issues with no impact to the Construction Schedule or Construction Budget, without prior written approval of the Owner. Wherever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect shall require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect, nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employee or other persons or entities performing portions of the Work.

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



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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 Upon substantial completion of the Project, the Architect and/or its appropriate consultant shall be present at the initial startup and operation of systems and equipment, at the request of the Owner or the Owner's Commissioning Agent, to help determine that such Work has been completed in accordance with the requirements of the Contract Documents and that the systems and equipment are functioning properly and fit for the intended purposes. This shall not require or obligate the Architect to perform any on-going "commissioning" services.

§ 3.6.2.7 The Architect shall not knowingly select and specify materials for the Project with asbestos or asbestos-containing material.

§ 3.6.2.8 Ten (10) months after substantial completion of the Project, the Architect shall participate in a one-year warranty inspection review to determine that the completed Work remains in accordance with the requirements of the Contract Documents and to identify any then required warranty work.

### § 3.6.3 Certificates for Payment to Contractor

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall be a representation that the Architect has confirmed that the Contractor has submitted all required data and information with its Application for Payment, but shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

### § 3.6.4 Submittals

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

§ 3.6.4.2 In accordance with the Contractor's submittal schedule, the Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness

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of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, subject to the standard of care and scope of services under this Agreement.

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

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents. The Architect shall advise the Owner, in writing, if the Architect becomes aware that the Work is proceeding in the absence of shop drawings and submittals that have been reviewed and approved, or are required to be reviewed and approved, in accordance with the Contract Documents.

### **§ 3.6.5 Changes in the Work**

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

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

### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

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

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner, unless the Owner authorizes differently, to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When the Work is found to be substantially complete, the Architect, acting as the Owner's authorized contract representative in accordance with the requirements of Iowa Code Chapter 26, shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the

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Contract Sum, if any, for final completion or correction of Work and/or for Iowa Code Chapter 573 claims filed. The Architect shall promptly notify the Owner if the Contractor requests early release of retainage funds upon achieving Substantial Completion and shall provide to the Owner all documentation provided to the Architect by the Contractor in relation to request for early release of retainage funds to the Contractor.

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

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

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 The services listed below as being the responsibility of the Architect shall be included in Basic Services, except where noted. For those areas noted as an additional fee, the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>	Location of Service Description <i>(Section 4.2 below or in an Exhibit attached to this document and identified below)</i>
§ 4.1.1.1 Programming	Architect/Owner	Additional Service identified – provided by Architect
§ 4.1.1.2 Three (3) preliminary designs	Architect	Included in Basic Services
§ 4.1.1.3 Measured drawings	Not Provided	Additional Service
§ 4.1.1.4 Existing facilities surveys	Not Provided	Additional Service
§ 4.1.1.5 Site evaluation and planning	Architect	Included in Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Architect to LOD 300*	If requested by Owner greater than LOD 300 – Additional Services
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided	Additional Service
§ 4.1.1.8 Civil engineering – Site Survey and Traffic Impact Study	Owner – both sites	Provided by Civil Engineer
§ 4.1.1.9 Civil engineering	Architect – both sites	Included in Basic Service
§ 4.1.1.10 Civil engineering - 35 <sup>th</sup> Avenue off-site Improvements	Architect	Additional Service identified – provided by Civil Engineer
§ 4.1.1.11 Landscape design	Architect	Additional Service identified – provided by Architect
§ 4.1.1.12 Architectural interior design	Architect	Included in Basic Service
§ 4.1.1.13 Value analysis	Not Provided	Additional Service
§ 4.1.1.14 Detailed cost estimating beyond that required in Section 6.3	Architect	Additional Service identified – Provided by Cost Estimator

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Supplemental Services	Responsibility (Architect, Owner, or not provided)	Location of Service Description (Section 4.2 below or in an Exhibit attached to this document and identified below)
§ 4.1.1.15 On-site project representation	Not Provided – Fulltime Rep.	Additional Service if beyond the scope outlined in 4.3.3
§ 4.1.1.16 Conformed documents for construction	Not Provided	Additional Service
§ 4.1.1.17 As-designed record drawings	Architect	Included in Basic Services
§ 4.1.1.18 As-constructed record drawings	Not Provided	Additional Service
§ 4.1.1.19 Post-occupancy evaluation	Not Provided	Additional Services if beyond the scope outlined in 3.6.2.8
§ 4.1.1.20 Facility support services	Not Provided	Additional Services
§ 4.1.1.21 Tenant-related services	Not Provided	Additional Services
§ 4.1.1.22 Architect's coordination of the Owner's consultants	Not Provided	Additional Services
§ 4.1.1.23 Telecommunications/data design	Architect	Included in Basic Services
§ 4.1.1.24 Security evaluation and planning	Architect	Included in Basic Services
§ 4.1.1.25 Commissioning	Owner	Commissioning Agent to be contracted beginning of CD phase
§ 4.1.1.26 Extensive environmentally responsible design	Not Provided	Additional Service
§ 4.1.1.27 LEED®	Not Provided	Additional Service
§ 4.1.1.28 Fast-track design services	Not Provided	Additional Service
§ 4.1.1.26 Multiple bid packages	Architect	Separate Bid Documents for each site are included in basic services
§ 4.1.1.26 Historic preservation	Not Provided	Additional Service
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect	Additional Service identified – provided by the Architect
§ 4.1.1.29 Food Service Planning and Equipment Specification	Architect	Additional Service identified – provided by the Food Service Consultant
§ 4.1.1.30 Energy Modeling – Echo Hill Site	Architect	Additional Service identified – provided by Mechanical Engineer

#### § 4.1.2 Description of Supplemental Services

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

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

##### § 4.1.2.1.1 – Programing -

The design team shall verify and confirm the program established during the bond services work.

##### § 4.1.2.1.2 – Civil Engineering 35<sup>th</sup> Ave offsite improvements –

The design team shall include the design and documentation for the roadway improvements required along the 35<sup>th</sup> Ave property frontage for development.

##### § 4.1.2.1.3 – Landscape Design –

The design team shall provide landscape design services for both building sites.

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§ 4.1.2.1.4 – Cost Estimating – The design team shall have a Cost consultant prepare cost estimates at the SD, DD, and CD phases to inform decisions during the design process.

§ 4.1.2.1.5 – Furniture, Furnishings, and Equipment Design –

The design team shall provide design services for furniture planning, assist the Owner with the selection, and provide specification document services for procurement of new furniture for both buildings.

§ 4.1.2.1.6 – Food Service –

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

§ 4.1.2.7 – Energy Modeling

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

§ 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.)*

§ 4.1.2.2.1 – Commissioning

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

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

## § 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revisions of codes, laws or regulations or by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

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- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing that is beyond regular board meeting updates; The Architect's basic services includes preparations and attendance for two such public presentations and the public hearing required under Iowa Code Chapter 26 on the proposed plans, specs, form of contract and estimated total cost of construction. All printing and production of final materials to be reimbursable to the Owner.
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Intentionally left blank;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect and approved by the Owner.

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

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

- .1 Reviewing a Contractor's submittal more than 30 days out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are clearly negligent and not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation and are repeatedly submitted following two onsite meetings to communicate process and expectations;
- .3 Preparing Change Orders and Construction Change Directives that require the preparation or revision of Instruments of Service resulting from the contractor's negligent actions;
- .4 Evaluating more than ten (10) formal claims as the Initial Decision Maker; or,
- .5 Evaluating and making subsequent revisions to Instruments of Service resulting from substitutions proposed by the Owner or Contractor.

If the Architect believes it is entitled to additional compensation for services the Architect believes are needed under this Section 4.3.2 or for other services requested by the Owner, the Architect shall notify the Owner in writing with reasonable promptness and (1) explain the basis of the Architect's belief that such services are outside the scope of the Basic Services and Additional Services, and (2) provide an estimate of the probable cost of such services and probable impact, if any, on the Architect's and Contractor's schedules. The Architect shall not provide any services for which the Architect believes it is entitled to additional compensation until the Architect receives the Owner's written authorization, which authorization shall either (i) acknowledge that the Architect is entitled to additional compensation under Section 11.3, or (ii) deny that the Architect is entitled to additional compensation and direct the Architect to proceed with the services, in which case the Architect may pursue a claim for additional compensation under Article 8. The Owner's



determination that the Architect is not entitled to additional compensation for such services shall not relieve the Architect of its responsibilities under this Agreement.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor;
- .2 Forty-Eight (48, 1 site visit every 2 weeks for 8 months plus 1 site visit every week for 8 months)visits to the site by the Architect during construction not including visits outlined in 4.2.3.3 – 4.2.3.5;
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents;
- .4 Two (2) inspections for any portion of the Work to determine final completion, and
- .5 One (1) observation of the Work to view what is visually observable after the Work has been accepted by the Owner at approximately ten (10) months after Final Acceptance.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than sixty(60) days after the date of Substantial Completion of the Work shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ninety (90) days of the date of Substantial Completion through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

§ 5.5 The Owner shall furnish services of any necessary geotechnical engineers, which may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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



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

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

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Architect shall advise the Owner of the requirements of such tests and consult with the Owner in selecting and ordering services from consultants who provide such tests, inspections and reports.

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

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

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

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

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

*(Paragraph deleted)*

#### **ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of

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determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

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

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

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

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest responsive, responsible bid e, the Owner shall

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary and at no additional cost if the responsible bid exceeds the Owner's budget for the cost of work by more than 5% to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work by 5% or less, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 The Architect shall make the Instruments of Service and the Construction Documents conform to this approved construction budget prior to bid opening. To this end, Owner shall provide to Architect a confirmed budget/list of funds available for the project that cannot be changed or reduced without discussion with Architect. If the Architect develops knowledge during the progress of the Architect's work on the Project of any conditions which, in the opinion of the Architect, would be sufficient reason for revision of the budget for the Cost of the Work, the Architect shall so inform the Owner in writing. Upon receipt of such notification, the Owner and the Architect shall review the conditions and the budget for the Cost of the Work, and the Owner shall determine whether or not the conditions shall be removed or changed and whether or not the budget for the Cost of the Work amount shall be increased.

Init.



## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Owner acknowledges the Architect's construction documents, including electronic files, are instruments of professional services. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Owner upon completion of the services or termination of this Agreement if payment in full of all monies then due to the Architect prior to completion or termination have been made by the Owner. The Owner reserves the right to use the construction documents developed for the Project in such a manner as the Owner may desire, subject to the provisions herein, except that Owner agrees not to distribute, disseminate or sell the Construction Documents to a third party for use on a different project. The Owner shall notify Architect in writing prior to Owner's modifications and/or reuse of the instruments of service for the Project. The Owner's or its retained agent's or representative's modification and/or reuse of the Instruments of Service for the Project without written authorization of the Architect will be at the Owner's and/or other retained entities sole risk and without liability or legal exposure to the Architect. The Owner agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from, the unauthorized reuse or modification of the construction documents by the Owner or any person or entity that acquires or obtains the construction documents from or through the Owner without the prior written authorization of the Architect.

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

*(Paragraphs deleted)*

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. The Architect's obligation under this Section 8.1.2 shall survive completion of Architect's services under this Agreement or termination of this Agreement.

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

### § 8.2 Mediation

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

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

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§ 8.2.3 If the parties do not resolve a dispute through non-binding mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

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

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

*(Paragraphs deleted)*

#### **ARTICLE 9 TERMINATION OR SUSPENSION**

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

§ 9.2 At any time during the term of this Agreement the Owner may suspend the Project for an indefinite period of time upon seven (7) days written notice to the Architect. If the Owner suspends the Project without cause for less than one hundred eighty (180) consecutive days, then the Architect shall be compensated for services performed prior to notice of such suspension. If the Project is resumed, the Architect's fees for the remaining services and the time schedules shall be negotiated. The Agreement shall remain in full force and effect on the Project under this Agreement not suspended.

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

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

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

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

#### **§ 9.7**

*(Paragraphs deleted)*

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



§ 9.8 Upon mutual agreement of both parties, upon receipt and acceptance of not less than thirty (30) days written notice, the Agreement may be terminated for any one Project or all Projects, on an agreed date before the end of the Agreement period without penalty to either party.

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

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

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Iowa. Except as otherwise agreed between the parties, all legal and equitable proceedings, controversies or disputes arising from this Agreement shall be venued in the Iowa District Court for Linn County.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction as modified upon mutual agreement of the parties.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

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

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

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

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

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

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

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the

Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

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

#### ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum  
(Insert amount)

\$2,647,945 for the two (2) new Intermediate Buildings on separate sites.

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

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

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

Programming	\$22,260.00
Landscape Architecture	\$40,000.00
Food Service	\$24,600.00
Signage	\$27,500.00
Cost Estimator	\$33,990.00
FFE	\$144,000.00
35 <sup>th</sup> Ave Off-Site Improvements	\$27,060.00
Echo Hill Site Energy Modeling	<b>\$16,500.00</b>
Subtotal	\$335,910.00

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)  
Per Standard Hourly Rates attached as Exhibit A\_.

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

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

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Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty-five	percent (	25	%)
Construction Documents Phase	Twenty-five	percent (	25	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase (through Substantial Completion)	Twenty-eight	percent (	28	%)
Closeout Phase (Substantial Completion through Final Acceptance)	Two	percent (	2	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

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

§ 11.5.2 The Architect shall receive additional fee for redesign and rebidding work if rebidding is required pursuant to Section 6.6.4 and the responsible bid exceeds the Owner's budget for the cost of work by more than 5%.

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

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

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

See attached schedule as Exhibit A\_\_\_\_\_.

**§ 11.8 Compensation for Reimbursable Expenses**

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Intentionally left blank;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Owner requested printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Intentionally left blank;
- .7 Additional renderings, models, mock-ups, professional photography, videos, VR exercises and presentation materials beyond those identified in 4.2.1.7 requested by the Owner; Included within the Basic Services agreement are two exterior and two interior still renderings.

Init.

- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
  - .9 All taxes levied on professional services and on reimbursable expenses;
  - .10 Intentionally left blank;
  - .11 Intentionally left blank;
  - .12 Other similar Project-related expenditures approved by the Owner;
- The Architect shall provide complete documentation, including copies of all invoices paid by the Architect, for those expenses that are to be reimbursed.

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

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

At the actual cost of the additional coverage.

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

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

*(Paragraph deleted)*

**§ 11.10.2 Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty-one (31) calendar days after the invoice date shall bear interest at the rate

*(Paragraphs deleted)*

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

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

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

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

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



§ 11.10.2.6 The Architect shall preserve the Records for a period of twelve (12) years after final payment or for such longer period as required by any applicable law, provided, however, that if a Claim is asserted during said twelve (12) year period then the Architect shall retain all such Records until the Claim has been resolved.

§ 11.10.2.7 The Architect shall require all entities to whom it made payments for services provided under this Agreement to comply with the provisions of Section 11.10.2.3 – 11.10.2.6 by insertion of the requirements contained in such section in any written agreement between the Architect and such entity.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

### 12.1 Sex Offender Acknowledgement

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

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

§ 12.3 If litigation is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees and litigation expenses incurred by the prevailing party, including those incurred on appeal.

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

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**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Paragraphs deleted)*

- .3 Exhibit A: OPN Hourly Rates

*(Paragraphs deleted)*

- .2 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)*

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

\_\_\_\_\_  
Sondra Nelson, Board President  
*(Printed name and title)*

\_\_\_\_\_  
Roger Worm, Principal  
*(Printed name, title, and license number, if required)*

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# Western Governors University

4001 South 700 East, Suite 700, SLC, UT 84107

## STUDENT TEACHING LETTER OF AGREEMENT

### Tier 1: Primary Partner

This Student Teaching Letter of Agreement (Agreement) is made between Western Governors University, a Utah nonprofit corporation (WGU), and Linn-Marr Community School District ("District"), and is effective as of the date of the last signature below ("Effective Date").

Thank you for working with Western Governors University (WGU) for the placement of student teachers. Our goal is to establish a relationship of collaboration that benefits your district/school and WGU Teacher Candidates, and that allows us to work together for continuous improvement. We look forward to working together for the benefit of your future educators.

WGU is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU), and the WGU Teacher Education programs are further accredited by the National Council for the Accreditation of Teacher Education (NCATE). WGU represents that each Teacher Candidate assigned to the District for Student Teaching is validly enrolled in an approved WGU credentialing program and meets the District's background requirements.

#### A. Mutual Expectations

A Primary Partner is a district/school where WGU places Teacher Candidates for a Field Experience with Cooperating Teachers, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of Teacher Candidates, and to share accountability for Teacher Candidate outcomes. The school administrator and Cooperating Teacher will have the opportunity to provide critical feedback to inform program improvement through surveys at the end of each cohort and will receive an invitation to participate in an annual focus group.

#### B. Cooperating Teacher Standards

District, with the input of WGU, will provide the Teacher Candidate with a Student Teaching assignment in a school and classes of District under the direct supervision and instruction of a Cooperating Teacher that meets the following minimum requirements:

- Holds a teaching credential or license for the subject area and/or grade level being taught;
- Has a minimum of 3 years of teaching experience with strong evaluations;
- Demonstrates a positive impact on student learning in the classroom;
- Demonstrates ability to serve as a positive role model and mentor;
- Demonstrates actions related to leadership qualities and collaborating with others;
- Successfully and with positive impact mentored teacher candidates, colleagues, and/or adults;
- Uses a computer to correspond with WGU staff and complete online evaluation forms; and
- Consistently models the dispositions and ethical considerations expected of WGU Teacher Candidates:
  - caring and considerate
  - affirming of diversity and cross-culturally competent
  - reflective practitioner
  - equitable and fair
  - committed to the belief that all students can learn
  - collaborative

- technologically proficient
- professional leadership

**C. WGU Responsibilities**

WGU will:

- Select qualified Teacher Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in Field Experiences.
- Pay an honorarium per Teacher Candidate, either directly to the Cooperating Teacher or to the District, for the Cooperating Teacher’s services. The Cooperating Teacher may also receive professional development hours connected to the successful completion of WGU Cooperating Teacher training.
- Require Teacher Candidates to have completed a background check acceptable to District prior to participating in Field Experience activities.
- Provide opportunities for feedback regarding improvement of WGU Teacher Candidate preparation.
- Provide professional development training to Cooperating Teachers regarding WGU processes and procedures.
- Maintain an online site for support, resources, and training for Cooperating Teachers.
- Facilitate a Cohort Seminar in which Teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.

**D. District Responsibilities**

District, or school administrator, will:

- Nominate one or more qualified Cooperating Teacher(s) by providing a completed copy of the Student Teacher Acceptance Form to the WGU Field Placement Team.
- Allow the Clinical Supervisor access to the host school and classroom for the specific purpose of observing Teacher Candidates.
- Provide Teacher Candidates with any District policies and procedures to which they are expected to adhere to during the Field Experience and while on District premises.
- Through the involvement of the Cooperating Teacher, participate with the Clinical Supervisor and Teacher Candidates in two evaluations: one mid-way through Student Teaching, and a Final Evaluation at the end of Student Teaching. WGU shall be responsible for the format of the evaluations.
- Provide Teacher Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Field Experience.
- Provide, when possible, opportunities for Teacher Candidates to use technology to enhance student learning and monitor student progress and growth.
- Provide, when possible, opportunities for Teacher Candidates to experience working with diverse student populations including English Language Learners and Students with Exceptional Learning Needs.
- Encourage Cooperating Teachers to participate in WGU’s training, held for each cohort (Fall or Spring) when a new Teacher Candidate is assigned, to understand WGU’s policies, processes, procedures, and how to mentor adult learners.
- Encourage Cooperating Teachers to participate annually in WGU’s Evaluation Form Calibration.
- Encourage administrators and Cooperating Teachers to participate in WGU’s Feedback Surveys (offered at the end of the Spring and Fall Cohorts) to report on Teacher Candidate quality and preparation and to provide program feedback to WGU for continuous improvement.

**E. Additional Terms**



- **Term.** This Agreement shall commence on the Effective Date and shall continue for three (3) years from the Effective Date, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement; provided, however, that all Teacher Candidates at District as of the date of such notice shall be permitted to complete their Student Teaching.
- **Designation of Representative.** Each party shall designate a representative to serve as a point of contact between the parties for communication and coordination of Student Teaching.
- **Education Records.**
  - District acknowledges that the education records of assigned Teacher Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g. The Parties agree to comply with the requirements of FERPA and to protect the privacy of education records concerning any Teacher Candidate assigned to District. Pursuant to FERPA, District shall be considered a “school official” of WGU and may transmit, share, or disclose education records, including evaluations and attendance records of Teacher Candidates, without the Teacher Candidate’s written consent to other school officials of WGU who have a legitimate educational interest in the records.
  - WGU shall instruct Teacher Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Teacher Candidates or WGU employees access to individually identifiable student information unless the affected student’s parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.
- **Video Recordings.** During Student Teaching, Teacher Candidates may be required to submit video recordings of their classroom teaching performance (recordings). Such recordings are designed to assist Teacher Candidates in improving their instruction and allow WGU to evaluate Teacher Candidate performance. Although student images may appear in the recordings, the primary focus is on the instruction and not the students or other adults in the classroom. The recordings will not be made public and will be uploaded to a secure site to be scored by WGU evaluators. WGU will instruct Teacher Candidates: (i) on appropriate protocol to submit recordings for evaluation; (ii) that no part of the recordings should be used for any personal or professional purposes outside of performance evaluation; and (iii) that recordings be destroyed once the evaluation is completed. District understands that Teacher Candidates are not employees or agents of WGU and that any further precautions regarding the privacy of District’s students should be agreed directly between the District and Teacher Candidates.
- **Right to Accept or Terminate a Placement.** District may refuse to accept for placement, or may terminate the placement, of any Teacher Candidate based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to District. In such cases, District shall notify WGU in writing and shall state the reasons for such decision.
- **WGU Insurance.** WGU warrants and represents that it provides and maintains general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and, upon District’s request, shall provide a certificate of insurance as evidence of coverage. WGU shall maintain, at its sole expense, workers’ compensation insurance as required by law.
- **Professional Liability Insurance.** Teacher Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Field Experience with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
- **Status of Parties.** Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties.
- **Non-Discrimination.** Both parties agree to fully comply with all applicable non-discrimination laws of District’s state and municipality, and of the United States. Both parties will accept, assign, supervise and evaluate qualified Teacher Candidates regardless of race, sex, sexual orientation, creed, national origin, age, disability, Vietnam-era veteran status, or any other basis protected by law.
- **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all prior oral or written agreements, and no modification shall be valid unless in writing and

signed by both parties. No Teacher Candidate or other third party shall be a beneficiary of, or have any right to enforce the terms of this Agreement.

**F. Definitions**

For the purposes of this Agreement, capitalized terms will have the following meanings:

- Teacher Candidate refers to a student enrolled in a WGU program leading to an education credential.
- Cooperating Teacher (or Host Teacher) refers to a district employee who is the teacher-of-record in the classroom where the Teacher Candidate is assigned. A Cooperating Teacher may or may not be a Clinical Supervisor.
- Clinical Supervisor refers to a present or former employee of District, retired educator, or any other individual meeting the criteria of "supervisor" established by WGU for this position, and engaged by WGU or District, to supervise a Teacher Candidate's progress during a minimum of six observations. WGU shall be responsible for the selection, assignment, training, and compensation of Clinical Supervisors. WGU welcomes nominations of Clinical Supervisors by the district/school.
- Preclinical Experience refers to the active participation by a Teacher Candidate in a wide range of in-classroom experiences in order to develop the skills and confidence necessary to be an effective teacher and prepare for Student Teaching. Students reflect on and document at least 75 hours of in-classroom observations (15 hours of which must involve direct engagement with students in a classroom) leading up to Student Teaching.
- Student Teaching (or Demonstration Teaching) refers to the greater of the WGU full-time and continuous requirement of 12 weeks (16 weeks for special education) or the State's and/or District's minimum requirement for Student Teaching. Student Teaching shall satisfy all applicable WGU and State requirements.
- Field Experience refers collectively to the Preclinical Experience and Student Teaching.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**WGU**

**DISTRICT**

By: Carrie A. Pettinger  
 Title: Director, Teachers College Field Experience  
 Date: Nov 19, 2018

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

For notice purposes, contact:  
 Terry Miller  
 Project Manager, Field Experience Outreach  
 Western Governors University  
 4001 South 700 East, Suite 700  
 Salt Lake City, UT 84107-2533  
 Phone: (385) 428-5217  
 Fax: (801) 401-7961  
[fieldplacement@wgu.edu](mailto:fieldplacement@wgu.edu)

For notice purposes, contact:  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 District: \_\_\_\_\_  
 Street: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_



LORAS COLLEGE  
SCHOOL COUNSELING PROGRAM  
Clinical Practicum and School Counseling Intern Agreement

This agreement is made on this 10th day of November, 2018, ("Effective Date") by and between LORAS COLLEGE on behalf of its School Counseling Program ("College") and Linn-Mar Community School District (hereinafter referred to as the "Field Placement Site").

WHEREAS, the College seeks to provide students of the School Counseling Program ("Students") with experience in a setting in which the Students, while under appropriate supervision, learn to apply the methods, skills and standards of licensed professionals.

WHEREAS, the Field Placement Site seeks to obtain the assistance of Students and also to establish relationships with and contribute to the education of future licensed professionals.

WHEREAS, the College and Field Placement Site intend to offer field experiences to Students to support the Students' development of applicable knowledge, dispositions, and performances in a variety of settings.

WHEREAS, the parties wish and intend by this Agreement to set forth the terms and conditions of engaging in a cooperative program through which the students of Loras College's School Counseling Program may obtain appropriate field experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, the College and Field Placement Site agree as follows:

#### 1.0 Rights and Responsibilities of College

1.1 The College's Director of School Counseling Program shall determine eligibility of Students to participate in the field experience.

1.2 The placement of Students shall be accomplished on a cooperative basis involving both the College and the Field Placement Site including jointly defined qualifications for Students entering the field experience. The College will provide advance information to the Field Placement Site concerning the names of Students and dates for the field experiences to allow the Field Placement Site time and opportunity to reasonably accommodate the Students.

1.3 The College reserves the right to decline the services of any Field Placement Site's cooperating staff member, if any, subject to the non-discrimination provisions in Section 6.

1.4 The College's Director of School Counseling, at any time, may terminate or change the assignment of any Student. Prior to doing so, the College's Director of School Counseling shall make reasonable efforts to consult with all parties concerned regarding reasons for termination or changes in assignment. College will provide the Field Placement Site written notification of such termination or change.

1.5 The College will inform and explain to the Students that, during the field experience at the Field Placement Site, they will be subject to the rules and regulations of the Field Placement Site, the College and the code of ethics of the profession. College will notify Students that they are to comply with all rules, regulations and procedures of the Field Placement Site during their field experience there.

1.6 The College, after consultation with appropriate representatives of the Field Placement Site, will plan and conduct the educational program for the Students' experiences. The College will provide the Field Placement Site with discipline-specific goals and objectives, including prescribed minimum expectations and responsibilities for the Students, cooperating staff members, the Field Placement Site, and individuals supervising the Students.

1.7 The College will provide reasonable opportunities for the staff of the Field Placement Site to participate in joint planning and evaluation of Student experiences and to participate in the development of Student schedules. The final evaluation of the Student is the responsibility of the College.

## **2.0 Rights and Responsibilities of Field Placement Site.**

2.1 The Field Placement Site will provide a suitable environment for learning experiences for Students which are planned, organized, and administered by qualified staff in conjunction with designated College personnel, in accordance with mutually agreed upon educational objectives and guidelines.

2.2 The Field Placement Site shall provide direct supervision by an appropriately licensed cooperating school counselor/staff member who is employed to provide services for which license by the Board of Education is required at the Field Placement Site.

2.3 The Field Placement Site reserves the right to exclude any Student from its premises in the event that such Student's conduct or state of health is deemed objectionable or detrimental to the proper administration of the Field Placement Site, subject to the non-discrimination provisions in Section 6. The Field Placement Site will provide a written statement of the reason(s) for the exclusion or withdrawal.

2.4 The Field Placement Site shall provide an environment for the field experience that supports learning in context and shall facilitate the Student's professional growth through educational assignments.

2.5 The Field Placement Site shall assign and designate a point of contact that is to be responsible for planning and administering the field experience.

2.6 The Field Placement Site shall provide adequate facilities, equipment and supplies to meet the educational objectives of the field experience.

2.7 The Field Placement Site shall not use students as a replacement for teachers, administrators or any other staff member.

2.8 The Field Placement Site acknowledges that many Student education records are protected by the Family Educational Rights and Privacy Act, and that Student permission must be obtained before releasing specific Student data to anyone other than College personnel.

## **3.0 Liability.**

3.1 The Field Placement Site agrees to indemnify, defend and hold harmless College from any and all claims arising from activities provided or supervised by the Field Placement Site. The Field Placement Site further agrees to indemnify, defend and hold harmless College from any and all liability, loss, damage, cause of action, cost and expense, including reasonable attorney fees, arising out of or in connection with any activities undertaken by the Field Placement Site, including its employees, in performing their duties and responsibilities under this Agreement or arising from a breach of the terms of this Agreement.

3.2 College agrees to be responsible for any and all claims and liability for injury to persons or property arising out of or caused by the negligence of its students, employees or officers in the performance of the duties and obligations contemplated in the Agreement to the extent permitted by Chapter 669 of the Code of Iowa.

3.3 The Field Placement Site agrees to indemnify, defend and hold Students harmless from any and all tort claims or demands, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of their activities under this Agreement to the same extent the Field Placement Site shall do so for its officers and employees, as provided under Sections 272.27 and 670.8 of the Code of Iowa.

## **4.0 Term, Revisions and Termination.**

4.1 This Agreement is for a term of three (3) years beginning on the Effective Date of this Agreement, and may be renewed by mutual written consent of the parties for an unlimited number of renewal terms of three (3) years each.

4.2 This Agreement may be terminated for any reason by either party upon one hundred twenty (120) days written notice. Should notice of termination be given, Students assigned to the Field Placement Site shall be allowed to participate in the field experience up to the date of termination.

4.3 Requests for revision of this Agreement or notice of termination to the Field Placement Site shall be directed to:  
Linn-Mar Community School District  
2999 N. Tenth Street  
Marion, IA 52302  
ATTN: Karla Christian, Chief Human Resources Officer and Executive Director  
kchristian@linnmar.k12.ia.us



4.4 Requests for revision of this Agreement or notice of termination to the College shall be directed to:

Loras College  
1450 Alta Vista Street  
Dubuque, IA 52001  
ATTN: Tom Kruse, CIO  
563-588-4948  
[Tom.Kruse@loras.edu](mailto:Tom.Kruse@loras.edu)

5.0 **Non-Discrimination.** Each party shall be separately responsible for compliance with all anti-discrimination laws which may be applicable to their respective activities under this Agreement. Neither party will discriminate against any person on the basis of race, national origin, color, religious belief, sex, age, marital status, affectional or associational preference, or disability.

6.0 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Iowa, which shall also be venue for any disputes arising hereunder.

7.0 **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written, relating hereto. Any amendments hereof must be made in writing and agreed to by the parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement.

Date: \_\_\_\_\_ (Effective Date)

FIELD PLACEMENT SITE

LORAS COLLEGE

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

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

Print Name: \_\_\_\_\_

Print Name: Mr. Michael H. Doyle

Its: \_\_\_\_\_

Its: Treasurer

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

Date: 11/15/18 \_\_\_\_\_

**AGREEMENT FOR INTERNSHIP, FIELD EXPERIENCE, OR  
PRACTICUM COURSES**

**BETWEEN**

**Linn-Mar CSD 2999 N. Tenth Street; Marion, IA 52302**

**AND**

**SHARON WALKER SCHOOL OF EDUCATION  
GRADUATE PROGRAM IN EDUCATION  
MORNINGSIDE COLLEGE  
SIOUX CITY, IOWA 51106**

**Issued: December 4, 2018**

It is agreed that the following considerations shall serve as the basis for a working agreement between the two participating institutions:



1. Only Endorsement Candidates who are currently enrolled in a course, where an internship, practicum or field experience is required, will be allowed to participate in activities related to those courses.
2. Endorsement Candidates who need to complete an internship, field experience, or practicum and are not the teacher of record for the classroom, shall work with the respective building principal(s) for approval of internship, field experience, or practicum completion.
3. The Placement Specialist for the Graduate Program in Education at Morningside College will coordinate the assignment of Collaborating Teachers, for internship, field experience, or practicum course participants with consent from the respective building or district supervisor.
4. No stipend will be paid to the Collaborating Teachers for his or her volunteered assistance in mentoring the internship, field experience, or practicum student.
5. Any changes in the original assignment of an internship, field experience, or practicum must be approved by the Placement Specialist for the Graduate Program in Education at Morningside College and the building principal.
6. The regular curriculum of the participating school district shall be used.
7. The District shall allow Endorsement Candidates, enrolled in an internship, field experience, or practicum course, the use of the physical resources of the schools that are normally provided to classroom teachers, including the building, equipment, essential supplies, library facilities, etc. that are necessary and reasonable to enable the Endorsement Candidate to function adequately in the school.
8. Endorsement Candidates, enrolled in an internship, field experience, or practicum course, shall be governed by the regulations of certified personnel of the district at all times during these experiences; including upholding all policies (i.e. Communicable Diseases) held by the district where the Endorsement Candidate completes his or her internship, field experience, or practicum course requirements.
9. Each party reserves the right to dissolve the agreement at any time if the practicum or internship field experience proves to be unsatisfactory.
10. This agreement is an annual agreement and will dissolve one year from the date of its issue.

**Morningside College Representative**

*Ron Jorgensen*

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Ron Jorgensen,  
Vice President for Business and Finance

**Linn-Mar CSD Representative**

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Sondra Nelson

**Iowa Cash Rent Farm Lease (Short Form)**

Owner: Linn-Mar Community School District Operator: RJ Carson Year: 2019

**1. Legal Description:**

15 acres in a subdivision located in the W ½ of the NW ¼ of Section 34-84-6, Linn County, Iowa, and known as Waterlinn Park Addition in the City of Marion, Linn County, Iowa.

**2. Terms Of Lease:** Beginning March 1, 2019, and ending the last day of February, 2020. Continuing thereafter from year to year, unless terminated by either party according to Iowa Law on or before September 1 effective the following March 1.

**3. There are 15 contract acres available** according to county FSA records (FSA form 578).

The following housing, buildings and storage structures located on the Real Estate may be used by the Operator for the following purposes:

<u>Structure</u>	<u>Purpose</u>
<u>N/A</u>	<u>N/A</u>

In the event of damage or destruction of buildings or structures listed above, the Owner will have the option to replace them or provide their functional equivalent operator for the purpose described above within a reasonable period of time, or make adjustments to the terms of this lease in lieu of replacement.

**4. Cash Rent Operator agrees to pay the Owner cash rent for the use of part or all of the Real Estate as follows:**

<u>Description</u>	<u>Amount</u>
Cropland	<u>15</u> acres @ \$ <u>259</u> \$ <u>3,885</u>
Cropland	_____ acres @ \$ _____ \$ _____
Established hay land	_____ acres @ \$ _____ \$ _____
Pasture	_____ acres @ \$ _____ \$ _____
Buildings & storage structures, housing	\$ _____
Total annual rent	\$ <u>3,885</u>

**The cash rent shall be due and payable as follows:** 12-30-19 Due Date \$3,885 Amount

**5. USDA Commodity Program Payments:** Payments shall be paid to the Operator unless otherwise agreed on with the Farm Service Agency.

**6. Recreational Use:** Use of the real estate is not allowed for hunting or other recreational purposes with written consent of the Owner.



7. **Division Of Expense:** All crop production expenses are the responsibility of the Operator. Cost of lime and application will be treated as follows: Operator Expense
8. **Expenses:** No expense shall be incurred by the Operator for or on an account of the Owner without first obtaining written permission from the Owner. The Operator agrees to take no actions that might cause a mechanic's or other lien to be imposed upon the Real Estate and agrees to indemnify the Owner if actions are taken by the Operator that result in such a lien being imposed.
9. **Repair and Maintenance:** Buildings and Fences for minor repairs: Owner will furnish all materials and Operator will provide the labor at no charge. New Fence: Owner to furnish all materials and one-half of the cost of labor. Operator to provide one-half of the labor and all of the equipment to construct fence. Owner will pay 100% of the cost to clear fence row when necessary.
10. **Operator's Duties:** Operator agrees to operate the farm in an efficient and workmanlike manner, control weeds and brush in the fields, fence rows, road ditches, provide proper maintenance to control erosion and maintain waterways and tiles, and building lots and all other areas of the farm where access is possible. Operator agrees, on termination of the lease, to yield prompt possession of the farm to the owner.
11. **Owner's Duties:** Owner agrees to warrant and defend the Operator's possessions against all persons as long as this lease remains in effect. The Owner will promptly pay taxes and carry insurance on his/her interest in the property.
12. **Compensation:** Operator shall have the right to take away from the farm any movable buildings and fixtures which he/she has replaced upon the farm at his/her own expense. Such moving must be done within 60 days after termination of the lease. The Operator must leave the premises from which such improvements are removed in as good condition as they were before said removal or compensate the Owner for damages. Each party shall present to the other all such claims for compensation in writing at the termination of the lease. The Operator shall receive compensation from the Owner for the unprotected value for the following items upon termination of the lease provided that the value and date of completion are documented:  
Item a. N/A Item b. N/A Item c. N/A Item d. N/A
13. **Transfer of Interest:** The Operator agrees not to lease or sublet any part of the Real Estate nor assign this lease to any other person, nor sublease any or all of the property described herein without prior written permission of the Owner. This lease shall be binding upon the heirs, assignees, or successors in interest of both parties. The Owner should sell or otherwise transfer title to the Real Estate, the Owner will do so subject to the provisions of this lease.

14. **Changes In Lease Terms:** The conduct, representation, or statement of either party, by act or omission shall not be construed as a material alteration of this lease until such provision is reduced to writing and executed by both parties as an addendum to this lease.

15. **Rights of Entry:** The owner reserves the right to enter the premise at any time for any reason. Upon notice of the lease termination, the Operator agrees to permit the Owner or the Owner's lessee or agent to enter the premise to do customary tillage and operations on any land from which the current crops have been removed.

16. **Violation of Terms:** If the Operator fails to keep any agreement contained in this lease, the lease shall then terminate and the Owner or legal representative shall have the right to take immediate possession of the premises.

17. **Other Provisions:**

18. **Arbitration:** Any disputes between the Owner and Operator not covered by the terms this lease may be submitted by either party for arbitration at a reasonable fee by three disinterested persons, one of whom shall be selected by the Owner, one by the Operator, and the third by the previously named two. If and when disputes are submitted, a majority decision of the arbitrators shall be binding upon the parties to the lease.

In Witness whereof, we agree to the terms and conditions of this lease and we affix our signatures this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Operator



RJ Carson

For (business entity)

2830 Brandon Court, Marion IA 52302

Address

319-377-9559

Telephone

\_\_\_\_\_

Board President

\_\_\_\_\_

Board Secretary

Linn-Mar Community School District

By (owners representatives)

2999 North 10<sup>th</sup> Street, Marion, IA 52302

Address

319-447-3000

Telephone



# Marion Columbus Club

5650 Kacena Avenue  
Marion, Iowa 52302  
(319) 373-9834

### Agreement for reservation and use of Hall

Agreement made for the day of May 7, 8, 9, 10, and May 13, 14, 2019 between Marion Columbus

Club an Iowa Not For Profit Corporation (herein "MCC) and Linn-Mar  
(Herein "Guest) (AP-Testing)

#### **MCC Responsibilities:**

- Help set up tables.
- Clean up after event.
- For guest Convenience, MCC will provide a Bartender or Utility person at no extra charge to the Guest.
- MCC miscellaneous: \_\_\_\_\_

#### **Items that are available from MCC (At the following prices, If Requested)**

- Beer: \_\_\_\_\_
- Soft Drinks Cans: \_\_\_\_\_
- Wine: \_\_\_\_\_
- Champaign: \_\_\_\_\_
- Table Coverings: \_\_\_\_\_
- Other: \_\_\_\_\_

#### **Guest's Responsibilities:**

- A \$75. Per day donation to the MCC for the use of the large hall is agreed upon. \$100.- Deposi is due and payable on the date of signing of this agreement with the balance due at the date of the event. The deposit is refundable upon cancellation only if the MCC is able to fill the guest's reservation date with another event, or MCC is notified not less than six (6) months in advance of a Saturday event and not less than four (4) months advance notice of an event on a Sunday through Friday

- If the hall is not previously reserved, Guest may decorate the day before Guest's reservation at the following rate: The first two hours are Free. For every hour after two hours Guest will pay \$50.00 per hour. Guest WILL/WILL NOT Decorate the day before this reservation
- Guest is to provide: \_\_\_\_\_
- Guest is to provide the punch glasses and all table services:
- Guest is not to use birdseed, sand or rice in table decorations, nor throw any such material inside the hall or in the parking lot as these materials will damage the floor tile.
- Any damage done by the guest's invitees will be billed to Guest as named above. For example damaged/broken chairs will be billed at \$70.00 each and damaged/broken tables will be billed to Guest at \$120.00 each
- **The MCC is a SMOKE FREE facility. Smoking is not permitted anywhere in the facility**
- No alcoholic beverages (beer, wine/champagne or hard liquor) may be brought into or removed from The MCC Hall by the guest or any of the guest's invitees due to the fact that the MCC has a Beer and Wine only liquor license. Any such alcoholic beverages will be confiscated by the MCC. **MCC RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE IN ATTENDANCE AT THE EVENT AND, TO REQUIRE THE REMOVAL OF ANY INDIVIDUAL, WHO, AT THE SOLE DISCRETION OF THE MCC, MCC AGENT OR EMPLOYEE, IS INTOXICATED AND WHOSE CONDUCT IS IMPROPER.**
- **RELEASE OF LIABILITY OF MCC:** the MCC shall not be liable to Guest, or the invitees of Guest, for any damage on or about the rental premises or injuries of every nature or kind to person or property occurring on or about the rented premises, and the guest agrees to indemnify the MCC against all claims by Guest and its invitees. (As in this, paragraph rented premises are defined as the MCC building and adjoining property upon which the structure is situated.) Guest agrees to hold the MCC harmless in the event, through no fault of the MCC, the MCC hall is unavailable for use by Guest on the dates of the event as a result of any natural disaster or act of God.
- **There will be no weddings in the Hall or on the premises. (as in the above paragraph rented premises are defined as the MCC building and adjoining property upon which the structure is situated.)**

**MARION COLUMBUS CLUB**

**GUEST**

Signed: Richard Conrad

Signed: \_\_\_\_\_

Date: 11-26-18

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

Phone: 319-377-8371

Phone: 319-447-3015

Street address: Linn-Mar School  
2999 N. 10th St.

City/State/Zip: Marion, IA 52302



ADDENDUM TO EVENT RENTAL AGREEMENT

Renter: Linn-Mar Community Schools

Event Rental Date: May 7, 8, 9, 10, 13, and 14, 2019

Facility Address: 5650 Kacena Avenue, Marion, Iowa 52302

Purpose/Description of Event: AP Testing

**KNIGHTS OF COLUMBUS TRADEMARKS AND SERVICE MARKS**

Renter may only identify the location of the event by using the address of the facility as set forth above. Rental shall not use or display registered and unregistered trademarks and service marks of Knights of Columbus, including, without limitation, its name, logos and emblems (collectively "Marks"), in any way, including, but not limited to, in the promotion of the Renter's event or on any website and/or in social media.

*MISREPRESENTATION:* Renter attests, represents and warrants that it has, at all time, honestly and accurately described its intended purpose and use of Corporation's Facility for the event to a duly authorized representative of Corporation as set out above. *If Renter engages in any dishonesty, misrepresentation, deception, or misleading conduct in connection with its rental of Corporation's Facility, or fails to comply with any of the terms herein, Corporation may terminate this Agreement at any time without prior notice and retain Renter's security deposit.* The rights, powers and remedies of Corporation are in addition to, and not in substitution of, that which may be available to Corporation. Failure by Corporation to exercise any of its rights, powers and remedies hereunder, or its delay to do so, does not constitute a waiver. For the purposes of the Rental Agreement and this Addendum, "Renter" includes the undersigned Renter as well as its employees, agents, invitees or any other person who may be at Corporation's Facility for the purposes of the Event. If there is any inconsistency between the provision of this Addendum and the Rental Agreement, the terms of this Addendum will govern.

CORPORATION  
**Marion Columbus Club (MCC)**  
Name of Corporation

By: Richard Conrad  
Signature

Name: Richard Conrad  
Printed

Title: Reservations

Date: 11-26-18

RENTER:  
Linn-Mar Community School  
Name of Renter

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

Name \_\_\_\_\_  
Printed

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

Date:

**Independent Contractor Agreement  
Linn-Mar Community School District**

**WHEREAS**, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Ann Brunson, Independent Contractor ("IC"), for the performance of certain services,

**THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:**

1. **SERVICES TO BE PERFORMED:** accompany Encore
2. **GROUP /DEPARTMENT WORKING WITH** Indian Creek Music
3. **AMOUNT of PAYMENT:** \$120.<sup>00</sup>

Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on November 27, 2018 (date of completion).

*An invoice for services should be sent to: Linn-Mar Community School District,  
Attention: Accounts Payable, 2999 N 10<sup>th</sup> St. Marion IA 52302.*

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC's activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume



exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
6. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
7. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This Agreement shall begin on October 25, 2018 and shall continue in effect until November 27, 2018, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION.** This Agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or

obligations under this Independent Contractor Agreement without the prior written consent of District.

- 12. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.
- 13. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
- 14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this 14 day of NOVEMBER, 2018.

**Independent Contractor**

**Linn-Mar Community School District**

By: ANN BRAUNSON

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

Title: ACCOMPANIST

\_\_\_\_\_  
Board President



## **Independent Contractor Agreement Linn-Mar Community School District**

**WHEREAS**, Linn-Mar Community School District (“District”), a school corporation, intends to contract with **Emma Erner** Independent Contractor (“IC”), for the performance of certain services,

**THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:**

1. **SERVICES TO BE PERFORMED:** **Hi-Style Choreography Assistant**
2. **GROUP /DEPARTMENT WORKING WITH** **Hi-Style (Vocal Music)**
3. **AMOUNT of PAYMENT:** **\$456.16**

Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on **November 20, 2018** (date of completion)\_\_\_\_\_.

*An invoice for services should be sent to: Linn-Mar Community School District,  
Attention: Accounts Payable, 2999 N 10<sup>th</sup> St. Marion IA 52302.*

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC’s activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume

exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
6. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
7. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This Agreement shall begin on August 23, 2018 and shall continue in effect until November 20, 2018 unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION.** This Agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or



obligations under this Independent Contractor Agreement without the prior written consent of District.

12. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this 20th day of November, 2018.

**Independent Contractor**

By: 

Title: Show Choir Assistant

**Linn-Mar Community School District**

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

Board President

## **Independent Contractor Agreement Linn-Mar Community School District**

**WHEREAS**, Linn-Mar Community School District (“District”), a school corporation, intends to contract with Jennifer Petsche, Independent Contractor (“IC”), for the performance of certain services,

**THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:**

1. **SERVICES TO BE PERFORMED: Choreography**
2. **GROUP /DEPARTMENT WORKING WITH Hi-Style Show Choir**
3. **AMOUNT of PAYMENT: \$247.58**

Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on 10/18/2018-10/19/2018.

*An invoice for services should be sent to: Linn-Mar Community School District,  
Attention: Accounts Payable, 2999 N 10<sup>th</sup> St. Marion IA 52302.*

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC’s activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume



exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
6. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
7. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This Agreement shall begin on November 27, 2018 and shall continue in effect until November 27, 2019, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION.** This Agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or

obligations under this Independent Contractor Agreement without the prior written consent of District.

- 12. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.
- 13. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
- 14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this 27 day of November, 2018.

**Independent Contractor**

**Linn-Mar Community School District**

By: *Jennifer Petsche*

By:

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

\_\_\_\_\_  
Board President

## Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District (“District”), a school corporation, intends to contract with Alexandrea Rozeboom Independent Contractor (“IC”), for the performance of certain services,

**THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:**

1. **SERVICES TO BE PERFORMED:** Hi-Style Choreography Assistant
2. **GROUP /DEPARTMENT WORKING WITH** Hi-Style (Vocal Music)
3. **AMOUNT of PAYMENT:** \$328.08

Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on November 20, 2018 (date of completion)\_\_\_\_\_.

*An invoice for services should be sent to: Linn-Mar Community School District,  
Attention: Accounts Payable, 2999 N 10<sup>th</sup> St. Marion IA 52302.*

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC’s activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume exclusive responsibility for the filing of all tax returns due in connection with



all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
6. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
7. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This Agreement shall begin on August 23, 2018 and shall continue in effect until November 20, 2018, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION.** This Agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or obligations under this Independent Contractor Agreement without the prior written consent of District.

12. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this 20th day of November, 2018.

**Independent Contractor**

By: 

Title: Show Choir Assistant

**Linn-Mar Community School District**

By:

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Board President

## **Independent Contractor Agreement Linn-Mar Community School District**

**WHEREAS**, Linn-Mar Community School District (“District”), a school corporation, intends to contract with Carol Tralau, Independent Contractor (“IC”), for the performance of certain services,

**THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:**

1. **SERVICES TO BE PERFORMED: All State Quartet Work**
2. **GROUP /DEPARTMENT WORKING WITH Choir**
3. **AMOUNT of PAYMENT: \_\_\_\_\_ 1000**

Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on 10/15/18.

*An invoice for services should be sent to: Linn-Mar Community School District,  
Attention: Accounts Payable, 2999 N 10<sup>th</sup> St. Marion IA 52302.*

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC’s activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume



exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
6. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
7. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This Agreement shall begin on \_\_8/1\_\_, 2018 and shall continue in effect until 10/15, 2018\_, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION.** This Agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or

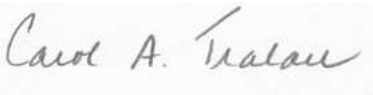
obligations under this Independent Contractor Agreement without the prior written consent of District.

- 12. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.
- 13. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
- 14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this 6 day of December, 2018\_.

**Independent Contractor**

**Linn-Mar Community School District**

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

By: \_\_\_\_\_  
—  
Board President