



AIA® Document C103™ – 2015

Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

AGREEMENT made as of the First day of May in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

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

Linn-Mar Community School District
2999 N. 10th Street
Marion, Iowa 52302

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

System Works, LLC
409 fifth Street
West Des Moines, Iowa 50265

Consultant's discipline:

Commissioning Services

for the following Project:
(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

The project consists of two 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 new buildings will be located on two different sites; one on Echo Hill Road and the second on 35th Ave Marion, Iowa.

The Owner and Consultant agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document does not contain a description of the Consultant's scope of Services. This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSULTANT'S RESPONSIBILITIES
3	ADDITIONAL SERVICES
4	OWNER'S RESPONSIBILITIES
5	COPYRIGHTS AND LICENSES
6	CLAIMS AND DISPUTES
7	TERMINATION OR SUSPENSION
8	COMPENSATION
9	MISCELLANEOUS PROVISIONS
10	SPECIAL TERMS AND CONDITIONS
11	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

The two schools will be bid as separate projects, however the commissioning agent scope includes both. The commissioning agent will review the 95% documents and provide comments in addition to the scope outline.

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule:

- .1 Design phase milestones, if any:
Construction Documents complete April 2019
- .2 Date for commencement of construction:
June 2019
- .3 Substantial Completion date:
July 28, 2020
- .4 Other milestone dates:
Building occupancy August 2020

§ 1.4 The Owner and Consultant 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 Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.

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User Notes:

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ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:

(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

Commissioning Scope:

- Develop and implement a Cx plan for two ~ 130,000ft² new middle schools for the Linn-Mar Community School District.
 - Systems to be commissioned:
 - All chillers
 - All control sequence
 - 25% of fan coil units
 - All ERU's
 - All AHU's
 - Kitchen Fans
 - All pumps
 - Heat Exchangers
 - Fire alarm interlocks with HVAC
 - Plumbing Booster Pump
 - Plumbing recirculation pumps
 - Lighting Controls
- Assist in the creation of the Commissioning specification section 01 91 13.
- Review Construction Documents at 95% CD submittal and provide concerns, issues, and suggestions.
- Meet with Design team to discuss comments.
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- Develop functional performance testing procedures.
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- Attend construction meetings to coordinate Cx activities and schedules.
- Maintain an issues and benefits log throughout the Cx process.
- Prepare a final Cx process report.
- Document all findings and recommendations and report directly to the Owner throughout the process.

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

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.

(List name, address, and other information.)

Andrew Bennett, PE, CCP
System Works, LLC
409 Fifth Street
Wes Des Moines, Iowa 50265

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

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§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 **Insurance.** The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.

§ 2.7.1 Commercial General Liability with policy limits of not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than one million dollars (\$ 1,000,000) per claim and one million dollars (\$ 1,000,000) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than five hundred thousand dollars (\$ 500,000).

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.8 **Time.** The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.
(Check one or both selections below.)

- [X] Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services that aligns with the General Contractor's construction schedule. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, 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 Consultant or Owner.

(Paragraphs deleted)

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ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project.

(List name, address, and other information.)

Rick Ironside
Linn-Mar Community School District
Telephone Number: 319.533.5558
Email Address: rick.ironside@linnmar.k12.ia.us

§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in

connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant 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. The Owner or the Consultant, 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.

§ 6.1.3 The Consultant 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 7.7.

§ 6.2 Mediation

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

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a

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complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, 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.)

Arbitration pursuant to Section 6.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

(Paragraphs deleted)

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

§ 7.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:
(Insert amount of, or basis for, compensation)

Lump sum fee of \$125,840.00.

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

Systems Works hourly rate is \$130.00/hour per person plus material and expenses for any work that is requested beyond the Scope of Work.

Employee or Category	Rate
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§ 8.3 The

(Paragraphs deleted)

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

(Table deleted)

(Paragraphs deleted)

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

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

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

§ 9.4 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 Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant 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.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of

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User Notes:

(1299533153)

such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential 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 Confidential Information as set forth in this Agreement.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

N/A

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™–2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103–2015, Standard Form Agreement between Owner and Consultant shall take precedence.

§ 11.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document C103™–2015, Standard Form of Agreement Between Owner and Consultant.

.2

(Paragraphs deleted)

Other documents:

(List other documents hereby incorporated into the Agreement.)

Certificate of Liability Insurance

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

OWNER (Signature)

Sondra Nelson, Board President
(Printed name and title)



CONSULTANT (Signature)

Andrew Bennett, PE, CCP, Principal
(Printed name and title)

Additions and Deletions Report for AIA® Document C103™ – 2015

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:52:47 ET on 05/24/2019.

PAGE 1

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2999 N. 10th Street
Marion, Iowa 52302

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System Works, LLC
409 fifth Street
West Des Moines, Iowa 50265

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Commissioning Services

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PAGE 2

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July 28, 2020

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Andrew Bennett, PE, CCP
System Works, LLC
409 Fifth Street
Wes Des Moines, Iowa 50265

§ 2.7.1 Commercial General Liability with policy limits of not less than (~~\$~~) one million dollars (\$1,000,000) for each occurrence and (~~\$~~) three million dollars (\$3,000,000) in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than one million dollars (\$ 1,000,000) per claim and one million dollars (\$ 1,000,000) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

...

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than five hundred thousand dollars (\$ 500,000).

Deliverable(s) <i>(Describe the deliverable(s))</i>	Time Limits <i>(Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)</i>

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

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Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's ~~Services.~~ Services that aligns with the General Contractor's construction schedule. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, 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 Consultant or Owner.

Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

PAGE 5

Rick Ironside
 Linn-Mar Community School District
 Telephone Number: 319.533.5558
 Email Address: rick.ironside@linnmar.k12.ia.us

PAGE 7

Litigation in a court of competent jurisdiction

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§ 6.3 Arbitration

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

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

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

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

§ 6.3.4 Consolidation or Joinder

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

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

§ 6.3.4.3 The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

PAGE 8

Lump sum fee of \$125,840.00.

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows: hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.

(Insert amount of, or basis for, compensation.) (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Systems Works hourly rate is \$130.00/hour per person plus material and expenses for any work that is requested beyond the Scope of Work.

Employee or Category

Rate

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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

Employee or Category

Rate

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant.

(Insert rate of monthly or annual interest agreed upon.)

—percent (—%)

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

§ 8.6 Reimbursable Expenses

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant directly related to the Project, as follows:

- .1 — Transportation and authorized out-of-town travel and subsistence;
- .2 — Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 — Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 — Printing, reproductions, plots, standard form documents;
- .5 — Postage, handling and delivery;
- .6 — Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 — Consultant's subconsultants expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Consultant's subconsultants;
- .8 — All taxes levied on professional services and on reimbursable expenses;
- .9 — Other similar Project-related expenditures, if authorized in advance by the Owner.

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of —percent (—%) of the expenses incurred.

§ 8.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 8.7 Compensation for Use of Consultant's Instruments of Service

If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

PAGE 9

N/A

...

- .2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:
- .3 — Scope of Services Exhibit(s) listed in section 2.1

4—Other documents:

...

Certificate of Liability Insurance

...

Sondra Nelson, Board President

Andrew Bennett, PE, CCP, Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:52:47 ET on 05/24/2019 under Order No. 2319188452 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C103™ – 2015, Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Acknowledgement: Using the BSAD in Web Format

MindWise Innovations grants permission for The Brief Screen for Adolescent Depression (BSAD) including the questions, scoring instructions and scoring information (from here forward referred to as the “Content”) to be used electronically by Linn-Mar High School only under the terms outlined below.

Terms of Use: The Content will be used as it has been developed previously; wording and/or the order of questions may not be altered; scoring of Content may not be altered; and the core meaning of the final result(s) and/or recommendation(s) may not change significantly. A significant change to result(s) and/or recommendation(s) including any recommendations to speak with a mental health professional, or the un/likelihood of results corresponding with symptoms of depression, etc. is prohibited.

As a provision of using the Content, Linn-Mar High School agrees to follow up appropriately with students identified as potentially at-risk for depression due to the results of the Content. This will be completed in a timely manner to be determined by Linn-Mar High School staff, not to exceed 24 hours between time of administered screening and follow-up. Students who answer yes to either question 4 or 5 around suicidal thoughts and behaviors should be followed-up with and guardians contacted the same day as program implementation.

Responsibility: MindWise Innovations, a service of Riverside Community Care is not responsible for internal mis/use of Content by Linn-Mar High School. As a condition of use, Linn-Mar High School promises not to use the Content for any purpose that is prohibited by this agreement or law. Linn-Mar High School is solely responsible for the development, operation, maintenance and use of this Content within your premises. For example, Linn-Mar High School is responsible for:

- A. The technical operation of the Content, including ensuring that your web format is functioning properly;
- B. Compliance of your web format and the Content with this agreement and the law;
- C. Any claims that arise relating to your web format and the method you use for hosting the Content; and
- D. Properly handling and processing notices sent to you by any person claiming that your web format and the method you use for hosting the Content violate such person’s rights.

Linn-Mar High School is responsible for students’ use of the Content and the web format used to host the Content. Linn-Mar High School will ensure that all students, faculty, and staff of Linn-Mar High School comply with your obligations under this agreement. If you become aware of any violation of your obligations under this agreement by a students, faculty, and/or staff of Linn-Mar High School, you will immediately terminate such person’s access to the Content.

Linn-Mar High School is responsible for highlighting the National Suicide Prevention Hotline number within the web format used to host the Content. Furthermore, disclaimer language will be properly posted on the web format.

MindWise Innovations

Date

Linn-Mar High School

Date

Contract No.

**ELECTRIC SERVICE AGREEMENT
INTERSTATE POWER AND LIGHT
COMPANY**

Account No. **6303931000**

This agreement made this 24th day of May, 2019 by and between Interstate Power and Light Company (a wholly owned subsidiary of Alliant Energy Corporation), an Iowa corporation headquartered at 200 First Street SE, Cedar Rapids, Iowa, (hereinafter referred to as the "Company") and Linn Mar Community School District, a corporation/partnership/proprietorship with principal offices at 2999 10TH ST., MARION, IA 52302, (hereinafter referred to as the "Customer"):

That for and in consideration of the mutual covenants of the parties set forth, and the performance thereof, it is agreed by and between the said parties as follows:

THE COMPANY HEREBY AGREES THAT:

1. It will furnish to the Customer at the Customer's premises located at 2999 N 10TH ST in MARION, Iowa, through one point of delivery, alternating current electricity (hereinafter called "electric service") for all electrical energy requirements of the Customer.
2. The electric service furnished hereunder will be approximately 12,470 volts, and 3 phase, 60 Hertz, and NA volts, single phase, 60 Hertz, and metered at 12,470 volts.

THE CUSTOMER HEREBY AGREES THAT:

3. It will take from the Company, through one point of delivery, electric service for all electrical energy requirements at the premises identified in Paragraph 1 hereof, and it will observe the rules and regulations of the Company pertaining to electric service.
4. It will not create a demand for electric service in excess of 3800 KVA without first notifying the Company in writing of such increase in demand and giving the Company sufficient time in which to provide additional line capacity and other electrical equipment if required.
5. It chooses / does not choose (circle one) Interruptible Service. If the Customer chooses Interruptible Service, it will curtail its demand for electrical service pursuant to Attachment A to this agreement.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS THAT:

6. The Company shall furnish electric service and the Customer shall use and pay for such service in accordance with the terms and conditions of this Agreement and the rates set out in Rate Schedule 487 attached hereto and made a part hereof, or such other applicable rate schedule as hereafter at any time may be established for this class of service within the authority of the Iowa Utilities Board or such other regulatory authority having jurisdiction. Notwithstanding any other provision of this Agreement, all rates and charges contained in this Agreement may be modified at any time by a subsequent filing made pursuant to the provisions of Chapter 476 of the Code of Iowa. At the time of signing of this Agreement, the

excess facilities is \$0; in the event the demand of the Customer set forth in Paragraph 4 above shall be increased, the monthly excess facilities shall be increased appropriately.

7. It is understood by the Customer that, if at any future time it should elect to accept service under some other available electric service rate that might prove more advantageous, any expense brought about by necessary wiring changes on its premises shall be borne by the Customer.
8. The electric service furnished under this Agreement includes only that which is incidental to the Customer and no part of the said electric service shall be sold by the Customer to any other parties.
9. The Company will use due diligence in the operation and maintenance of its plants and system pertinent to this Agreement so as to render efficient economic service, but the Company shall not be liable to the Customer for any loss or damages suffered by the Customer through the inability of the Company to furnish said electric service in accordance with this Agreement.
10. The Customer shall hold the Company harmless for any damage to persons or property arising out of the use upon the Customer's premises of the electric service furnished to it by the Company. Nothing herein contained shall be construed as relieving the Company from any liability to its own employees while upon the property of the Customer in the performance of their duty and by the direction of the Company, or as relieving the Company from any liability to the Customer due to the Company's act of negligence.
11. This Agreement shall continue for a period of (a) one (1) year, commencing NA, 20NA, and ending NA, 20NA, and thereafter, or (b) three (3) years in the case in which Customer chooses Interruptible Service under paragraph 5, commencing JUNE 1ST, 2019, and ending APRIL 30, 2022, and may be terminated by either party giving to the other written notice at least ninety (90) days prior to the date upon which it desires to terminate the same; whereupon this Agreement shall terminate on said date. All contracts, agreements and understandings between the parties hereto, whether oral or written, pertaining to the subject matter hereof, heretofore made and entered into, shall hereby become null and void and of no further force and effect whatsoever.
12. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns; but the assignment of this Agreement by either party shall not relieve such party, without the written consent of the other, from any of the obligations hereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

LINN MAR COMMUNITY SCHOOL DISTRICT
(Customer)

Interstate Power and Light Company
(Company)

By: _____

By: _____

Title:
(Officer-Partner-Owner)

Title:

Attest: _____

Attest: _____

**ATTACHMENT A:
CONTRACT FIRM DEMAND LEVEL**

This Attachment is made this 24TH day of MAY by and between LINN MAR COMMUNITY SCHOOL DISTRICT (hereinafter "Customer") and **INTERSTATE POWER AND LIGHT COMPANY** (an Alliant Energy company), an Iowa corporation, having its principal offices at 200 First St. SE, Cedar Rapids, Iowa 52401 (hereinafter "Company"),

WHEREAS Company and Customer have entered into Electric Service Agreement Number _____ dated the 24TH day of MAY, 2019 under which Customer takes electric Interruptible Service Option, Rider INTSERV tariff;

WHEREAS the parties have reached an understanding based upon Company's Interruptible Service Option tariff;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth, the parties hereto mutually covenant and agree to the followings:

The Firm **Contract demand level** to which the Customer will curtail its electrical service in the 36 consecutive revenue months beginning the 1st day of JUNE 2019 is 380 **kW** for:

Premise address 2999 N 10TH ST. MARION, IA 52302,

Account number 6303931000.

In all other respects the Electric Service Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Customer: _____

Interstate Power and Light Company:

By _____

By _____

Title _____
(Officer-Partner-Owner)

Title _____

Attest: _____

Attest: _____

Interstate Power and Light Company

ELECTRIC TARIFF

Filed with the I.U.B.

Thirteenth Revised Sheet No. 26

ORIGINAL TARIFF NO. 1

Canceling Second Sub. Twelfth Revised Sheet No. 26

Electric Large General Service

Rate Codes: 440, 447, 480, 487

Applicable:

Large General Service customers for all electric uses in one establishment adjacent to an electric distribution circuit of adequate capacity. No resale of service is permitted. Existing customers served under another rate schedule or new customers with expected usage greater than 20,000 kWh for 12 consecutive billing months can qualify for service under this tariff. Existing Large General Service customers with usage less than 20,000 kWh for 12 consecutive billing months may opt for service under the Non-Residential General Service tariff. An existing Large General Service customer may continue service under the Large General Service tariff, even if it no longer meet the usage criteria of greater than 20,000 kWh for 12 consecutive billing months. Service hereunder is also subject to Company's Rules and Regulations.

Character of Service:

60 Hertz alternating current single or three-phase, at secondary voltage through one meter and one point of delivery or by customer's option a higher available voltage. The Company shall provide only one transformation. Alternative voltages and/or service is available in accordance with the Rules and Regulations and Excess Facilities Charge.

Billing Provisions

Monthly Demand Charge:

Rate Codes	All Rate Codes	
	Winter	Summer
First 200 kW	\$11.54	\$21.92
Next 800 kW	\$10.52	\$21.74
Next 9,000 kW	\$ 9.64	\$21.45
Over 10,000 kW	\$ 9.37	\$21.35

Energy Charge per kWh:

Rate Codes	All Rate Codes	
	Winter	Summer
On-Peak	2.027¢	3.173¢
Off-Peak	0.878¢	2.027¢
Non-TOD Option*	1.372¢	2.519¢

* The Non-TOD Option is frozen to existing Customers at existing locations.

Summer Period:

From June 16 to September 15.

Billing Demand:

The kW demand to be used for billing purposes each month shall be the sum of the highest 15-minute demand during on-peak hours of the current month plus 50% of the amount by which the highest 15-minute demand during off-peak hours exceeds the highest on-peak demand, but not less than 75% of the highest monthly billing demand similarly determined during the previous months of June, July and August. In no month shall the monthly billing demand be less than 50 kW.

Interstate Power and Light Company

ELECTRIC TARIFF

Filed with the I.U.B.

Second Substitute Fifth Revised Sheet No. 27

ORIGINAL TARIFF NO. 1 NO. 1

Canceling Fourth Revised Sheet No. 27

Electric Large General Service

T

Rate Codes: 440, 447, 480, 487

Time of Day:

On-Peak/Off-Peak Definition: On-peak hours shall be from 7 a.m. to 8 p.m. CST (8 a.m. to 9 p.m. during daylight savings time), Monday through Friday. Off-peak hours are all other times.

Excess Facilities Charge:

Any standard facilities required to provide non-standard service, in excess of that permitted under this Schedule or the Company's Rules and Regulations, shall be provided at a monthly amount equal to 1.6% of the Company's investment in such facilities.

Primary Service Discounts:

Where primary service is available and provided the Customer purchases primary service and furnishes the approved transformation and protective devices, the following discounts on demand charges will be allowed: 4.42% for transformations from the available IPL standard primary service voltage to less than 34,500 volt service, 7.50% for 69,000 and 34,500 volt service (Customer assumes all responsibility transforming voltage from transmission level) and 10.00% for 115 kV service and above. A Customer is not eligible for both point of delivery discounts and primary service discounts.

Meter Not at Point of Delivery:

Where metering is not done at the point of delivery such as primary metering with secondary voltage delivery or secondary voltage metering with primary voltage, there will be a 2.0% decrease or increase in metered kW demand and kWh respectively before above rate schedule is applied. A Customer assumes all cost responsibility to configure service to primary metering and is responsible for any incremental costs IPL incurs above the secondary metering application. A Customer is not eligible for both point of delivery discounts and primary service discounts.

T

Power Factor:

The above rate schedule is based on a power factor of 90% or higher. Where the power factor is less than 85%, the net demand charges will be increased by 1/10% for each 1/10% the power factor is below 90%; likewise where the power factor is higher than 95%, the demand charges will be decreased by 1/10% for each 1/10% the power factor is above 90%. The power factor shall be determined by suitable recording instruments. A power factor of 100% will be used in the event the Customer is providing kilovars to the IPL system at the time the billing demand is set.

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Second Nature Program:

A voluntary program, which allows customers to support generation technologies that rely on renewable energy resources. See Rider SECNAT.

D

Energy Cost Adjustment:

Billing under this schedule will include an adjustment per kWh, computed monthly to compensate for changes in the cost of fuel as described in the Energy Adjustment Clause, Rider EAC.

Tax Adjustment Clause:

This price is subject to a Tax Adjustment, see Rider TAX.

Economic Development Clause:

See Rider ECON.

Energy Efficiency Bill Credit:

See Rider EEBC.

Energy Efficiency Cost Recovery Clause:

See Rider EECR.

Date Issued: April 30, 2018

Effective Date: May 1, 2018

By: Jason P. Nielsen – Manager, Regulatory Affairs

Interstate Power and Light Company

ELECTRIC TARIFF

Filed with the I.U.B.

Second Substitute Sixth Revised Sheet No. 28

Canceling Fifth Revised Sheet No. 28

ORIGINAL TARIFF NO. 1

Electric Large General Service

T

Rate Codes: 440, 447, 480, 487

Regional Transmission Service Clause:

Billing under this schedule will include an adjustment per kW, computed annually, to compensate for changes in the cost of transmission service as described in the Regional Transmission Service Clause, Rider RTS.

Prompt Payment Provision:

After 20 days, add 1 1/2% on the past-due amount.

Interruptible Service Option:

See Rider INTSERV for rates 480, 487.

D

Interstate Power and Light Company

ELECTRIC TARIFF

Filed with the I.U.B.

Substitute Eleventh Revised Sheet No. 66

ORIGINAL TARIFF NO. 1

Canceling Tenth Revised Sheet No. 66

Rider INTSERV – Interruptible Service Option

Availability:

Available to Customers who agree and have the continuing ability and willingness to interrupt connected load at the time and for the duration determined by Company. It must be demonstrated by the Customer that the total interruptible load is that which is normally in operation during any weekday of Company's summer rate period of June 16 through September 15. A minimum interruptible load of 200 kW is required to qualify for interruptible service. Company shall verify Customer compliance with this requirement through the use of customer-specific interval demand meters.

Service Agreement:

Customer shall be required to execute an agreement for service under this rider which may include, among other service provisions, a minimum term of service of three years, minimum monthly payments to Company, and the initial Contract Firm Demand level the Customer agrees will not be exceeded during load interruption periods. A new Customer may come on the program at any time provided they were not a program participant during the prior twelve months or terminated a prior interruptible contract prematurely. Customers who elect interruptible pool balancing shall include a listing of all Customer accounts in the proposed balancing pool, and for each account, list the firm contract demand level, peak load, and interruptible forecast load (peak load less firm contract demand level). The agreement shall also list Customer's balancing pool curtailment percentage of IPL's system interruptible load.

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Compensation for Interrupting:

An interruptible bill credit shall be calculated each month and reflected on Customer's bill which shall be the product of the Credit per kW times the positive difference between the Billing Demand (in kW) or Actual Demand (for rate 760 Customers) and Customer's Contract Firm Demand (in kW) where interruptible credit per kW and Contract Firm Demand are defined pursuant to this rider. Demand is defined in the applicable Rate Schedule unless specified otherwise in the Additional Terms and Conditions of this rider.

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Credit per kW:

The schedule below provides the Credit per kW for calculation of the bill credit for compensation.

<u>Customer's Applicable LGS</u> <u>Rate Schedule</u>	<u>Credit for Bill Credit</u> <u>Calculation (\$/kW)</u>	
	<u>Summer</u>	<u>Winter</u>
Rate 480, 487, 760, 810, 817	\$5.37	\$3.46

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Contract Firm Demand:

For billing purposes, this is a 15-minute maximum demand that Customer will not exceed during period(s) of interruption specified by Company. If Customer's maximum 15-minute demand exceeds the Contract Firm Demand during the period(s) of interruption, then the penalty section of this rider applies.

Any change in the Contract Firm Demand shall be specified in writing by Customer no later than January 1 of each year. A Customer may decrease their contract demand by any amount, at any time and the revised contract demand shall remain fixed through the next load year or the remainder of their contract term, whichever is longer. Contract Firm Demand may only be increased a maximum of 20% to coincide with the start of the load year with Contract Firm Demand increasing no more than of 30% for the entire term of the contract term except when such adjustment is for load growth. Contract Firm Demand shall remain fixed for the remaining contract term starting May 1 (Load Year), except as automatically adjusted pursuant to the penalty section of this rider or as described immediately below:

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Interstate Power and Light Company

ELECTRIC TARIFF

Filed with the I.U.B.

Substitute Seventh Revised Sheet No. 67

ORIGINAL TARIFF NO. 1

Canceling Sixth Revised Sheet No. 67

Rider INTSERV – Interruptible Service Option

On 24 hours' notice, Customer may elect to either cancel service under the interruptible option or increase its Contract Firm Demand level during the course of the Load Year subject to the following three provisions:

- a) Customer shall reimburse Company for related credits already received during the Load Year.
- b) Customer shall be responsible for any penalties levied on Company by the Midcontinent Independent System Operator (MISO) or regional reliability council during the Load Year in which Customer cancels interruptible service or increases Contract Firm Demand if the amount of Customer's Contract Firm Demand increase was consistent with such penalty. Customer's penalty responsibility will be proportional to Customer's Contract Firm Demand increase to the capacity amount on which MISO or applicable reliability council penalty is based.
- c) Customer shall be responsible for incremental generation capacity costs incurred by Company if the amount of Customer's Contract Firm Demand increase was consistent with such incremental capacity costs. The capacity cost responsibility directly attributable to Customer will be proportional to Customer's Contract Firm Demand increase to the added capacity amount based upon the most recent MISO Short-term Capacity Auction results.

Interruptible Customer Standby Generation Connection:

Customers requesting Interruptible Service and desiring to operate on-site generation in parallel to Company's electrical system shall first enter into an Interconnection Agreement with Company. Customer may connect and operate on-site electric generation facilities pursuant to Company's Rules and Regulations and the Interconnection Agreement. Customer's on-site generation shall be connected behind the Customer's point of delivery.

Remote Displacement:

Remote Displacement is frozen to existing Customers at existing locations for those existing signed remote displacement agreements that were executed prior to 1993. Customer shall pay Company for displacement of Customer's electric requirements over Company's electric system during each period of curtailment. Customer shall pay Company \$16.85/kW of actual maximum Demand in excess of the contract demand when Customer actually displaces a portion of Customer's requirements. The actual demand is measured as the Customer's maximum 15-minute demand during the curtailment. Customer shall also pay Company \$0.02899/kWh for each kilowatt-hour displaced by Customer during the curtailment.

Interruptible Program Decision Rule:

Company's interruptible program is designed to serve reliability and energy efficiency purposes. Below are four conditions that Company will follow when deciding whether to enact an interruption. Condition 1 is driven by reliability considerations, and conditions 2 and 3 are based on energy efficiency as defined by the Iowa Utilities Board. Condition 2 is designed to reduce peak demand, and condition 3 is designed to reduce energy usage. Company shall interrupt if it is anticipated that any one of following four conditions exists:

- (1) Reliability: Interruptions are necessary to maintain safe and reliable system operations and meet obligations to other interconnected systems.
- (2) Energy Efficiency - Reducing Peak Demand: Company would expect to experience less than MISO planning reserve margin under Module E for the current year.

Interstate Power and Light Company

ELECTRIC TARIFF

Filed with the I.U.B.

Substitute Fifth Revised Sheet No. 68

ORIGINAL TARIFF NO. 1

Canceling Fourth Revised Sheet No. 68

Rider INTSERV – Interruptible Service Option

- (3) Energy Efficiency - Reducing Energy Usage: The day-ahead MISO locational marginal price (LMP) for ALTW.ALTW load zone is based upon the Company's highest cost resource for at least four consecutive hours or the rolling four-hour average real-time LMP for ALTW.ALTW load zone exceeds the Company's highest cost resource. IPL will define a pre-determined LMP annually based upon the highest cost resource of IPL's current generation resource portfolio and its associated fuel costs. C
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- (4) Program Quality Control: Reasonable interruptions are necessary to test the capabilities of Customers. If there are no interruptions for conditions 1, 2 or 3 after the second year of a Customer's three year contract, as well as no interruption in the third year by August 1, Company will conduct a test interruption of Customer. The test will be conducted in the third year of the Customer's contract by Company between August 1 and September 16 under circumstances as close as possible to a condition 2 or condition 3 interruption. Additionally Company retains the prerogative to conduct a test of any Customer at any time of the year if it determines in its sound discretion that such a test is necessary to preserve the integrity of the program. C
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Interruption Buy-Through:

In the event a Customer is notified to curtail for conditions 2 or 3 of the interruptible program decision rule, Customer can elect to buy through the period of curtailment and be in compliance with the Interruptible Service Penalty of this rider. The buy-through cost will be computed as each hourly kW priced at the MISO ALTW.ALTW node real-time LMP price plus a 10% adder for any incremental administrative and MISO-related charges, less the energy adjustment clause factor for the month. All other billing provisions apply. C
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Interruptible Non-compliance Penalty:

Customer is deemed to have failed to interrupt if it imposes load on the system that exceeds its contract firm demand during the period when it has been instructed to interrupt and it has not requested a buy-through for the event when provided the opportunity to buy-through. Company shall have the ability to not penalize Customer for less than full compliance with a notice of interruption where in Company's sound discretion the load difference is from malfunction of Company's communication equipment or Company's communication breakdown and is not the result of Customer's indifference or intentional disregard of the notice of curtailment and Customer has a history of full compliance. In such cases Customer shall nevertheless reimburse the utility for any additional costs that result. Company will continue its practice of documenting any such waiving of penalties, including all relevant circumstances. The penalties that will be imposed on Customer for failure to interrupt in addition to the charges billed according to the underlying tariff are the following: C
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For The First Penalty Instance:

- (1) Upon notice from Company to interrupt, Customer decides whether to comply with the request, exercise a buy-through option if available or be subject to a non-compliance penalty for a failure to perform. Company will not assume Customer has bought through if Customer's load exceeds their firm contract demand and a buy-through is available, but rather will only log and bill a buy-through upon explicit election of buy through by Customer. If Customer has advised Company of its intent to interrupt but fails to fully comply, then Customer must notify Company within one hour of the failure to comply of Customer's election to use an available buy-through. C
C
- (2) Customer will be levied a one-time fee of \$26.27 per kW for each excess kW over the firm contract demand.
- (3) Customer will be billed for any energy (kWh) received during an interruption period above its contract amount at the buy-through cost as defined in the buy-through provision of Company's interruptible tariff.

Interstate Power and Light Company

ELECTRIC TARIFF

Filed with the I.U.B.

ORIGINAL TARIFF NO. 1

Nineteenth Revised Sheet No. 69

Canceling Eighteenth Revised Sheet No. 69

Rider INTSERV – Interruptible Service Option

- (4) Customer's contract firm demand will be set at the highest level experienced during the period of the failure to interrupt and will remain at that level for the remainder of their contract term, except that Customer will have one opportunity to requalify for a lower level after six months if Customer demonstrates that the non-compliance was unintentional, not the result of Customer negligence and upon consideration of all relevant circumstances is judged not likely to recur. Customer can requalify for a lower level once it notifies Company of its readiness to be interrupted at its proposed contract firm demand and it successfully completes a test interruption called by Company, if Company in its sound discretion deems that a test is necessary. Company will conduct the test interruption to simulate to the maximum extent practicable the circumstances of a typical interruption and in no event shall the test interruption be more than 30 days after Customer's readiness notification. C

For Penalty Instances in Subsequent Months and Within Twelve Months of the First Penalty:

The above provisions associated with the first penalty instance will apply except that (1) the one-time fee levied on each excess kW over the contract demand will be twice the amount applied for the first penalty and (2) Customer cannot qualify for a lower contract firm level until twelve months after this subsequent penalty.

Discounts:

Discounts for power factor and voltage level are defined in the applicable tariff. C

Additional Terms and Conditions:

- (1) A monthly interruptible cost recovery charge of \$5.67 shall apply for each account contracting for interruptible service under this rider. This charge shall apply to incremental interruptible expenses not contemporaneously recovered through the EECR factors in Rider EECR. D
R
- (2) The program employs a three-level system status classification. The three levels are defined as follows:
- a) System Normal. This is the state of the program in most hours of the year.
 - b) Warning. This is the state in which an interruption can be called at any time. Company will send a message announcing the warning via its Power Manager system. The warning will be sent by Company as soon as Company determines that events warrant a change from a normal status to a warning status.
 - c) Interruption. The system is experiencing an interruption in this state. An interruption can occur without the issuance of a warning.
- (3) For interruptions invoked under conditions 2, 3 and 4, the shortest amount of time between the time when Customer is notified that it has to be in interruptible compliance and the time when it must be in compliance to avoid a penalty will be two hours. For interruptions invoked under condition 1 (reliability), Customer may be asked to interrupt immediately and will be expected to make its best efforts to comply immediately if asked to interrupt immediately. Under condition 1 interruptions, non-compliance penalties will not be assessed for Customer behavior within the two hour period from the time when Customer is called to interrupt.
- (4) Company shall not be liable for any loss, damage or injury to Customer or to any other person, firm or corporation because of interruption or curtailment of service under this rider.
- (5) For interruptible loads in excess of 1,000 kW, Company reserves the right to establish interruptible load steps, as agreed upon between Company and Customer, and as allowed by Customer's equipment. Company shall not be required to establish interruptible load steps that would, in its opinion, burden the administration of this rider.
- (6) All contract terminations shall coincide with the end of the load year. N

Interstate Power and Light Company

ELECTRIC TARIFF

Filed with the I.U.B.

ORIGINAL TARIFF NO. 1

Substitute Fifth Revised Sheet No. 70

Canceling Fourth Revised Sheet No. 70

Rider INTSERV – Interruptible Service Option

Interruptible Balancing Pool Option:

A Customer taking interruptible service who has multiple interruptible accounts with each account taking interruptible service under this rider may pool each of the accounts' demands together (balancing interruptible curtailment obligations among accounts) pursuant to an interruptible service agreement for compliance of curtailments requested by the Company for either Interruptible Program Decision Rules Condition 2 – Reducing Peak Demand or Condition 3 – Reducing Energy Usage.

The Customer shall be allowed to balance load among its accounts pursuant to the following general terms and conditions:

- (1) Customer shall provide a single point of contact for its participating accounts for notifications and coordination. Customer shall confirm with the Company in writing how it will be complying with curtailment requests before the events begin. Customer shall commit to satisfying its curtailment request by informing the Company of which accounts will curtail load and how much load will be curtailed by each account.
- (2) For localized emergencies or reliability system operations (Interruptible Program Decision Rule – Condition 1), all accounts affected by the localized emergency shall be prepared to be interrupted as individual facilities and not as part of a pool. Each individual account shall be subject to the compliance obligations under this tariff. The Company reserves the right to call individual facilities for localized problems.
- (3) When notified that the Company is calling a full curtailment event, the following rules shall apply:
 - a) For balancing of all Customer's accounts during periods of a full system curtailment, each account shall be in operation, at an average load equal to or in excess of each account's firm contract demand level for the continuous three-hour period prior to the start of the curtailment period. Any individual account not meeting the criteria shall be excluded from the balancing pool for curtailment; and the excluded account or accounts shall not exceed their individual firm contract demand level during the curtailment. The remaining accounts in the pool (non-excluded accounts) shall be evaluated based on the remaining "total interruptible forecasted load" for those accounts not excluded from the balancing pool.
 - b) During full curtailments, so long as the curtailment is balanced among accounts and the balancing pool's demand during the curtailment does not exceed the pool's contract demand level, no penalties shall be assessed if an individual account within the pool exceeds its contract demand. However, if the pool (in total) exceeds the pool's contract demand level, then the individual accounts that exceed their contract demand levels shall be allocated a penalty in accordance with the Interruptible Non-compliance Penalty provisions of this tariff.
- (4) When notified that the Company is calling a partial curtailment event the following rules shall apply:
 - a) Customer shall be required to participate in every curtailment event. A curtailment event is considered "partial" any time less than all interruptible Customers are called for a single event.

C

Interstate Power and Light Company

ELECTRIC TARIFF

Filed with the I.U.B.

ORIGINAL TARIFF NO. 1

Substitute Third Revised Sheet No. 71

Canceling Second Revised Sheet No. 71

Rider INTSERV – Interruptible Service Option

- b) The Company shall estimate a “total interruptible forecasted load” for the balancing pool based upon the total amount of load the Customer may curtail for a full interruptible event. Each account shall be in operation, at an average load equal to or in excess of each account’s firm contract demand level for the continuous three-hour period prior to the start of the curtailment period. Any individual account not meeting the criteria shall be excluded from the balancing pool for curtailment. During each partial curtailment event, Customer shall be required to curtail a pro rata share or percentage of the balancing pool’s “total interruptible forecasted load” such that the firm contract demand level of the pool is increased to reflect the pool’s share for the curtailment event. This is referred to as the “event contract demand level.”
 - c) Customer’s percentage contribution for any partial curtailment shall be the percentage defined in the service agreement. This percentage shall be computed annually as the amount of the Customer’s “total interruptible forecasted load” for all pooled accounts curtailed under a full interruption divided by the total amount of the Company’s retail load that can be curtailed as reported annually in the Company’s Annual Report on Interruptions and Cycling Events.
 - d) During any curtailment event, should conditions warrant, Customer should be able to further reduce its demand during the event if the Company’s system conditions require (for example, a change from a partial to a full system curtailment). Customer shall receive notification of a change in the curtailment event consistent with the notification provision of this tariff.
 - e) During partial curtailments, as long as the balancing pool’s demand during the curtailment does not exceed the pool’s event contract demand level, as computed under partial curtailment rules 4b and 4c above, no penalties shall be assessed if an individual account within the pool exceeds its individual firm contract demand. However, if the pool (in total) exceeds the event contract demand level associated with the curtailment, then the individual accounts that exceed their event contract demand levels shall be allocated a penalty in accordance with the Interruptible Non-compliance Penalty provisions of this tariff.
- (5) Customers who elect to buy through their required interruptible loads for any full or partial curtailment event, called per decision rule conditions 2 or 3, may have different hourly requirements for buy-throughs due to multiple events or varying start times. In the event the Customer elects to buy through an event, buy-through charges shall be calculated as follows:
- a) For a partial curtailment event, all demand above the firm contract demand level (as computed pursuant to item 1 previously described in this rider) shall be subject to buy-through charges;
 - b) For a full curtailment event, all demand above Customer’s contract firm demand level (as computed pursuant to item 5 previously described in this rider) shall be subject to buy-through charges;
 - c) For a full curtailment event, when Customer has one or more facilities out of operation, all demand above the firm demand calculated through item 5 above shall be subject to buy-through charges.

ULTIMATE ENTERTAINMENT Iowa LLC, ARTIST CONTRACT

The Contract is made and entered into on Fri May 24, 2019 by and between Ultimate Entertainment Iowa LLC, party of the first part (the Artist) and Sheri Crandall, party(s) of the second part (the Purchaser), for the performance by, and the personal services of the Artist, and is subject to the terms and conditions herein set forth:

Engagement Location: Linn-Mar HS Gym - Enter door #9 for set up	Date of Engagement: 5/16/2020
Time(s) of Engagement: 7:00 pm to 11:00 pm	Type of Event: Linn Mar Prom
Travel Fee: \$0.00	Deposit Amount: \$0.00
Additional Charges: \$0.00	Contract Total: \$595.00
Discount: \$0.00	Remaining Balance: \$595.00
Booked by:	Referred by: Google

Please sign and return your contract on or before . If you are unable to return the contract by that date, please call us so we can extend your due date. We want to help you as much as possible.

TERMS AND CONDITIONS

- Agreement of the Artist of performance is subject to determination by accident, act of God or conditions beyond the Artist's control. Such as car accidents, vehicle breakdown, flooding, storms, road conditions, et all. Artist will not be held responsible for issues out of their control such as late arrival for example
- Purchaser and Artist further agree that , except as provided in the paragraph above, this contract is not subject to cancellation unless both parties hereto have agreed to such cancellation in writing and such written cancellation is delivered to the Artist at least 30 days prior to the contracted date. Cancellation within 30 days of the event will result in the full balance being due.
- For the true and faithful performance of all the covenants and agreements herein mention, the Purchaser and the Artist bind themselves each unto the other in the penal sum of the amount set forth in the Contract as liquidated damages to be paid by the failing party.
- This instrument contains the entire agreement between the parties and no oral statements, promises or inducements made by any party hereto or agent or representative of either party hereto, which is not contained in this written contract, shall be valid or binding and this contract shall not be enlarged, modified, or altered without the direct permission of Ultimate Entertainment.
- Any adjustments in times / prices or packages made after this contract is signed will be considered "included" in this agreement and will be reflected in the clients On Line Portal and confirmed via email from the Artist.
- Any agreed changes or updates such as time, price and location or including uplighting or any other options added after this contract is signed that is made via email or over the phone will be considered part of the contract
- The person executing this contract on behalf of each party represents and warrants that he or she is of legal age and has the authority to enter into this agreement. Should he or she not have such authority, he or she personally accepts and assumes full responsibility and liability for payment to the Artist under the terms of this contract
- The Purchaser shall be responsible for supervising behavior of people attending the performance. If a guest of the Purchasers behavior becomes intolerable, and after calling this to the attention of the Purchaser and said condition is not corrected, the Artist has the right to end the performance without refund and payment in full is required.
- Cost of repair/replacement of equipment as a result of audience or guests of Purchaser, theft, or fire in the venue not covered by either the Artists or Venues insurance will be the responsibility of Purchaser
- The Purchaser is allowed to change times or packages of this signed contract up to 30 days before the event with **Permission of the Artist**. Pricing may be adjusted to reflect changes.

- Refunds of any kind including deposits or complete payments are provided only at the discretion of Ultimate Entertainment
- Purchaser and Artist agree that receipt of this signed contract and the commencement of performance shall be confirmation of all terms of the contract
- In the case of any outdoor ceremonies or receptions, Ultimate Entertainment reserves the right NOT to play in case of any conditions that may harm the equipment just as rain of any kind, fog, snow or any other possible situations where the equipment could be damaged. Clients will need to provide a dry back up plan just in case.

By signing this agreement, both parties agree to the terms listed within

Purchaser:

Name: Sheri Crandall
 Address: 3111 N. 10th St.
 Marion, IA 52302

Artist:

Name: Ultimate Entertainment Iowa LLC
 Address: 6322 University Ave. Ste. E
 Cedar Falls, IA 50613

Date: _____ Date: _____

Signature: _____ Signature: _____

Signature

To electronically sign this document simply provide your full name and press [Digitally Sign]
 Today's date: **Friday 05/24/2019** - Your Full Name: Digitally Sign

 Date

 Client Signature

 Date

 Ultimate Entertainment Signature

ULTIMATE ENTERTAINMENT Iowa LLC, ARTIST CONTRACT

The Contract is made and entered into on Fri May 24, 2019 by and between Ultimate Entertainment Iowa LLC, party of the first part (the Artist) and Sheri Crandall, party(s) of the second part (the Purchaser), for the performance by, and the personal services of the Artist, and is subject to the terms and conditions herein set forth:

Engagement Location: Linn-Mar HS Gym - Enter door #9 for set up	Date of Engagement: 5/15/2021
Time(s) of Engagement: 7:00 pm to 11:00 pm	Type of Event: Linn Mar Prom
Travel Fee: \$0.00	Deposit Amount: \$0.00
Additional Charges: \$0.00	Contract Total: \$595.00
Discount: \$0.00	Remaining Balance: \$595.00
Booked by:	Referred by: Google

Please sign and return your contract on or before . If you are unable to return the contract by that date, please call us so we can extend your due date. We want to help you as much as possible.

TERMS AND CONDITIONS

- Agreement of the Artist of performance is subject to determination by accident, act of God or conditions beyond the Artist's control. Such as car accidents, vehicle breakdown, flooding, storms, road conditions, et all. Artist will not be held responsible for issues out of their control such as late arrival for example
- Purchaser and Artist further agree that , except as provided in the paragraph above, this contract is not subject to cancellation unless both parties hereto have agreed to such cancellation in writing and such written cancellation is delivered to the Artist at least 30 days prior to the contracted date. Cancellation within 30 days of the event will result in the full balance being due.
- For the true and faithful performance of all the covenants and agreements herein mention, the Purchaser and the Artist bind themselves each unto the other in the penal sum of the amount set forth in the Contract as liquidated damages to be paid by the failing party.
- This instrument contains the entire agreement between the parties and no oral statements, promises or inducements made by any party hereto or agent or representative of either party hereto, which is not contained in this written contract, shall be valid or binding and this contract shall not be enlarged, modified, or altered without the direct permission of Ultimate Entertainment.
- Any adjustments in times / prices or packages made after this contract is signed will be considered "included" in this agreement and will be reflected in the clients On Line Portal and confirmed via email from the Artist.
- Any agreed changes or updates such as time, price and location or including uplighting or any other options added after this contract is signed that is made via email or over the phone will be considered part of the contract
- The person executing this contract on behalf of each party represents and warrants that he or she is of legal age and has the authority to enter into this agreement. Should he or she not have such authority, he or she personally accepts and assumes full responsibility and liability for payment to the Artist under the terms of this contract
- The Purchaser shall be responsible for supervising behavior of people attending the performance. If a guest of the Purchasers behavior becomes intolerable, and after calling this to the attention of the Purchaser and said condition is not corrected, the Artist has the right to end the performance without refund and payment in full is required.
- Cost of repair/replacement of equipment as a result of audience or guests of Purchaser, theft, or fire in the venue not covered by either the Artists or Venues insurance will be the responsibility of Purchaser
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Purchaser:

Name: Sheri Crandall
 Address: 3111 N. 10th St.
 Marion, IA 52302

Artist:

Name: Ultimate Entertainment Iowa LLC
 Address: 6322 University Ave. Ste. E
 Cedar Falls, IA 50613

Date: _____

Date: _____

Signature: _____

Signature: _____

Signature

To electronically sign this document simply provide your full name and press [Digitally Sign]
 Today's date: **Friday 05/24/2019** - Your Full Name: Digitally Sign

 Date

 Client Signature

 Date

 Ultimate Entertainment Signature



School of Education

FIELD EXPERIENCE, STUDENT TEACHING, PRACTICUM, AND INTERNSHIP AGREEMENT

in accordance with the Iowa Administrative Code, 281-79.1(256), Standards for Practitioner and Administrator Preparation Programs

An agreement between Buena Vista University, Storm Lake, Iowa, its affiliated Sites, and

Linn-Mar CSD

concerning the obligations of each party participating in all field experiences, practicums, and student teaching. Buena Vista University is an Equal Opportunity/Americans with Disabilities Act/Smoke-Free Employer.

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

SECTION I

FIELD EXPERIENCE GUIDELINES IN PRE-SERVICE TEACHER EDUCATION, STUDENT TEACHING, & GRADUATE-LEVEL LICENSURE ENDORSEMENTS (PK-12)

Buena Vista University agrees to the following:

1. To assign only those education students who have satisfactorily completed the necessary academic and professional training program appropriate to the experience.
2. To share expectations of student teaching and field experiences with the education students and the cooperating teachers. Additionally, BVU School of Education will respond to specific needs of cooperating districts/schools about the experiences encountered, meeting program guidelines and/or related requirements of the field experience.
3. To coordinate the assignment of education students recommended by the BVU School of Education, subject to the designated district/accredited school approval which shall not be unreasonably withheld, to specific cooperating teachers by submitting tentative assignments to the appropriate school administrator. Cooperating teachers should demonstrate skills, knowledge, and dispositions of highly accomplished practitioners. Cooperating teachers must be properly endorsed and approved in the area in which the BVU education student is placed. Cooperating teachers must have teaching experience in the area of placement (3 years is preferred).

4. To provide to each cooperating teacher/or participating school district/accredited school an honorarium for supervision of a student teacher. District administrators may determine to whom the honorarium is paid by indicating within the space provided on last page of this agreement. The honorarium will be paid within 30 days after the completion of the student teaching experience, provided the cooperating teacher has submitted a W-9 to the Student Professional Experiences Coordinator or Education Coordinator/Advisor, or if BVU holds a current copy. Cooperating teachers for field experiences other than student teaching are not paid an honorarium.
5. Buena Vista University will provide supervisors for student teachers. The supervisors observe in the cooperating schools and hold individual and joint conferences with student teachers and cooperating teachers to determine areas of improvement, develop and implement plans for improvement, and determine final evaluation of the student teacher.
6. Compensation for the cooperating teacher when a student teacher is withdrawn prior to the half-way (mid-term) of the student-teaching experience shall be one-half the amount in the appropriate provision above. Compensation for a student teacher who completes more than one-half of the student-teaching experience shall be the full amount.
7. When necessary, multiple cooperating teachers may be assigned to work with one student teacher. The compensation amount will be divided proportionately to the number of supervisors given direct responsibility for providing guidance and assistance.
8. The designated district/accredited school personnel may indicate to whom the honorariums are to be disbursed within the district/accredited school.
9. BVU and teacher education students/student teachers may be exposed to confidential information (i.e. student records and potentially even personnel records) in the course of placements and BVU and teacher candidates/student teachers agree to keep information they are exposed to confidential as required by law. The district has the right to request the teacher education student's/student teacher's signed copy of the BVU Teacher Education Program's Confidentiality Statement.
10. BVU and Cooperating District/School each agree to indemnify and hold harmless the other from and against and all liability, damages, loss, costs, and reasonable attorney fees which arise out of any claims, suits, actions or other proceedings asserted against the party indemnified based upon any acts or omissions of the indemnifying party.
11. The BVU teacher education students/student teachers may record class sessions. The focus of the recordings will be the BVU teacher education student/student teacher, not the PK-12 students. Only students who have a photo release on file with the school district will be visible in the recordings. Video recordings will be shared exclusively with university faculty and staff, class participants, and cooperating teachers for learning purposes. Recordings will be stored in a cloud library that is accessible only through a university account. Recordings will be deleted within one year of the education student/student teacher's date of graduation.

12. The BVU pre-service teacher education students complete a background check prior to their first field experience, and then once more prior to student teaching.

Should any paragraph or provision of this agreement be declared illegal by a court or agency of competent jurisdiction, then that paragraph or provision shall be deleted from this agreement to the extent it violates the law. Such deletion shall not affect any other paragraph or provisions of this agreement. Should the parties deem it advisable, they may mutually agree to enter into negotiations to replace the invalid provision.

The Cooperating School agrees to the following for BVU field experiences (other than student teaching):

1. The guidelines and requirements in the *handbook, appropriate to the field experience provided to the district by BVU, will be followed.
2. To utilize education students in capacities approved by the BVU School of Education as stated in the BVU field experience *handbook appropriate to the field experience provided to the cooperating teacher by BVU. *Handbooks are also available upon request of the district. The BVU School of Education personnel must approve any changes in the original assignment of the education students. The education students are not to be used as substitute teachers.
3. To provide supervision of the education students by certified personnel at all times during the student field experiences.

The Cooperating School agrees to the following for BVU student teaching:

1. To allow the education student the use of the physical resources of the school that are normally provided to classroom teachers, including buildings, equipment, essential supplies, and facilities that are necessary and reasonable to enable the education student to function adequately in your school. The district has the right to determine teacher education student or student teacher access, and BVU will provide identification badges to student teachers to wear while working in the district/classroom.
2. To provide appropriately licensed cooperating teachers who shall:
 - a. Anticipate the assignment of education students.
 - b. Orient the assigned education students.
 - c. Provide for a period of essential classroom supervision.
 - d. Permit the education students to assist in classroom routines.
 - e. Discuss teaching assignments with education students.
 - f. Introduce the education students to actual teaching by assisting, presenting demonstrations, teaching part periods, and other similar procedures.
 - g. Arrange for the student teachers to teach an entire block or unit of work in which they will do all of the planning and teaching.
 - h. Evaluate the work and ability of the education students including completion of evaluation forms to be used as a basis for assigning final grades.

3. Additionally for education students, the cooperating teacher and district/accredited school will:
 - b. Utilize the education student in capacities approved by the BVU School of Education as indicated by the mutually agreed upon placement and the *handbook appropriate to the field experience provided to the operating teacher by BVU. *Handbooks are also available upon request of the district. The Student Professional Experiences Coordinator or Education Coordinator/Advisor must approve any changes in the original assignment of the student.
 - c. Provide time for the student teacher and cooperating teacher to collaborate with the university supervisor.
 - d. Share responsibility for supervising the education student.
 - e. Allow education students to develop and demonstrate the capacity to utilize assessment data.
 - f. Place student teachers in full control of groups only after they have demonstrated readiness and careful planning with the cooperating teacher and the university supervisor.
 - g. Allow the student teacher to bear primary responsibility for planning and instruction within the classroom for the minimum requirement according to the appropriate student teaching *handbook as indicated by the mutually agreed upon placement and the *handbook appropriate to the field experience provided to the district by BVU.
 - h. Involve the education student in professional meetings and other school-based activities directed toward the improvement of teaching and learning.
 - i. Provide supervision of the education students by certified personnel at all times during the student teaching or practicum field experiences.
 - j. Assist the student teacher in becoming knowledgeable about the Iowa Teaching Standards and to provide a mock evaluation performed by the cooperating teacher or a person who holds an Iowa evaluator license.
 - k. Involve the student teacher in communication and interaction with parents or guardians of students in the classroom in which the student teacher is teaching.
 - l. Not use a student teacher as a substitute teacher.

***A handbook specific to each pre-service field experience and student teaching is shared at the time the placement is agreed upon. All handbooks are available on the BVU website.**

SECTION II

PRACTICUM & INTERNSHIP GUIDELINES IN PROFESSIONAL SCHOOL COUNSELING

Practicum and Internships are to be completed at an advisor-approved site(s), after the conclusion of a core set of courses. The Practicum course is graded by letter grade. Students must earn a B or better in Practicum in order to continue to Internship. Students meet on a regular basis for group and individual supervision at the site and with their faculty supervisor.

The Buena Vista University School of Education will contact potential Practicum and Internship sites.

The Buena Vista University Professional School Counseling Program agrees:

1. To assign a university supervisor to facilitate communication between BVU and the practicum/ internship site.
2. To review documentation with the student to establish attainment of the objectives in the contract (including audio/video recordings).
3. To meet regularly with the student in group supervision, and individually as needed.
4. To engage in consultation with the site supervisor during the Practicum and Internship experience to discuss student development.

The Approved Practicum and Internship Site agrees:

1. To provide a site supervisor that is a licensed Professional School Counselor or School Administrator who has similar preparation, practice, knowledge and skills of a school counselor.
2. To provide *a minimum of one hour per week* of individual supervision.
3. To provide opportunities to audio or video record sessions for evaluation purposes and/or provide live supervision. The use of recordings will be governed by guidelines set forth by the American Counseling Association.
4. To provide adequate work space, telephone service, office supplies, and support staff to conduct professional activities.
5. To provide opportunities for engagement in a variety of counseling activities relevant to the school counseling setting which will meet the required 100 hours for Practicum and 600 hours for Internship, of which 40% must involve direct client contact.
6. To provide the opportunity to acquire a range of experiences and skills at the site, including individual counseling, small group counseling, classroom guidance, consultation with parents, teachers, and other professionals, participating in child study or assessment team meetings, and other activities that a Professional School Counselor would provide to the school site.

The Approved Site Supervisor agrees:

1. To encourage a range of learning opportunities while giving sufficient guidance and feedback for the student to profit from those opportunities.
2. To assist the student in developing a contract that outlines goals, objectives, evaluation systems, and timelines for the Practicum and Internship. This contract is developed within the first month of both Practicum and Internship experiences.
3. To meet regularly with the student (**at minimum of one hour per week**) for supervision and provide feedback regarding their work in counseling sessions.
4. To provide verification of the objectives as they are met or provide modifications if they are not met.
5. To formally evaluate the student's performance at the end of Practicum and Internship using the **Supervisor Evaluation of Student Counselor** form. Students must achieve a

***When applicable, please indicate to whom an honorarium should be paid:**

Check made out to the cooperating teacher/site supervisor

Check made out to the district/school [federal ID#: _____]

This shall be a continuous agreement. Each party reserves the right to dissolve this agreement at any time if any placement proves to be unsatisfactory. Either party may terminate the entire agreement at any time regardless of whether one placement is unsatisfactory and/or either party wishes to terminate the agreement for any reason. In case of discontinuance and when appropriate, BVU shall pay all obligations incurred at the time of the discontinuance.

BVU and the Cooperating District/School each agree to indemnify and hold harmless the other from and against all liability, damages, loss, costs, and reasonable attorney fees which arise out of any claims, suits, actions or other proceedings asserted against the party indemnified based upon any acts or omissions of the indemnifying party.

This agreement shall supersede any and all prior agreements, be they verbal or written, between either party or their representatives.

This agreement is effective for the period of July 1, 2019 through

June 30, 2022 and may be renewed or revised by mutual agreement of the administrators of the concerned institutions.

SIGNED:

Buena Vista University

Cooperating District/School

DocuSigned by:
Suzette Radke
64C5287142E5453...

Suzette Radke,
VP of Finance & Administration

Superintendent or Designated Official

5/17/2019
Date

Date