

Linn Mar Community School District Track, Marion, Iowa
 HHE File No. _____

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of October 9, 2019 ("Effective Date") between Linn Mar Community School District ("Owner") and Hall & Hall Engineers Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Site Surveying and Civil Engineering Professional Services for a proposed 6-lane running track with high jump and long jump events located south of Oak Ridge Middle School in Marion, Iowa. The proposal includes survey and design of track, preparation of construction plans and specifications, bidding assistance and construction administration. ("Project").

Engineer's Services under this Agreement are generally identified as follows:

- A. Topographic Survey
 - 1. Complete topographic survey of the Project site.
 - 2. Collect surface features (structures, paving, trees, utility fixtures, existing property monuments, etc.) and horizontal locations of underground facilities (Design One-Call).
- B. Schematic Design
 - 1. Facilitate a meeting with Owner and track & field specialist. Review track surfacing options, surface and sub-drainage options for the track and football field.
 - 2. Prepare SD level Plans for the proposed track. Schematic design consists of concept refinement of track and associated field events as well as site access, pedestrian circulation, preliminary storm water management and utility layout.
 - 3. Meeting with Owner to review SD level plans.
- C. Design Development
 - 1. Prepare DD level Plans and Specifications for the proposed track. Improvement plans to include site grading, site utility plan, site layout and paving plan, soil/erosion sediment control plan and associated details and specifications relating to Project. All design shall be in accordance with Statewide Urban Design and Specifications (SUDAS) and City of Marion Supplemental Design Standard Specifications.
 - 2. Prepare storm water management and water quality calculations and report in accordance with Statewide Urban Design and Specifications (SUDAS) and City of Marion Supplemental Design Standard Specifications.
 - 3. Attend up to 5 Owner review meetings.
- D. Cost Estimating
 - 1. Prepare quantity tables and estimate of proposed improvements to be used during bidding phase of Project.
- E. Final Design Plans
 - 1. Generate final project drawings and specifications.
 - 2. Submit the design plan documents to the City of Marion for review and final approval.
 - 3. Provide stamped drawings for permit and construction.
- F. Bidding Documents and Assistance
 - 1. Prepare project manual.

2. Facilitate bidding process. Project will be bid as a Lump Sum. Owner to advertise and solicit bids for construction.
 3. Attend pre-bid meeting and provide meeting summary.
 4. Provide PDF files of construction plans and specifications to Rapids Reproductions to assist in facilitation of the bidding process.
 5. Answer Contractor questions during bidding process
 6. Prepare addenda, if required
 7. Attend bid opening
 8. Review bids, prepare bid table and make recommendation for concurrence by the Owner.
- G. Storm Water Pollution Prevention Plan (SWPPP) and NPDES Permit
1. Prepare and submit NPDES General Permit No. 2 and gain NPDES Permit Authorization from the Iowa DNR.
 2. Prepare SWPPP (Storm water Pollution Prevention Plan). The Owner or General Contractor will be responsible for implementing, maintaining and updating the SWPPP as necessary. The SWPPP will be prepared for the entire site, including all areas of proposed off-site improvements.
 3. Prepare Major Erosion Control Permit and submit to the City of Marion.
- H. Construction Administration (Assumes 4 month construction window)
1. Attend a preconstruction conference with the contractor and Owner to review project requirements.
 2. Review site civil shop drawings during construction.
 3. Review or prepare site civil RFI's and change orders during during construction.
 4. Review pay applications from Contractor
 5. Complete site visit with punch list at substantial completion of project.
 6. Complete follow-up visit to confirm punch list items are addressed.
 7. Issue letter stating site improvements are in compliance with project specifications.
 8. Attend 10 construction meetings.
 9. Complete 5 site visits during construction for construction observation and coordination of unforeseen conditions.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding N/A months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for

services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of

the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum, (unless otherwise noted below), Plus Reimbursable Expenses*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

SERVICE	FEE
A. Topographic Survey	\$1,800
B. Schematic Design	\$5,000
C. Design Development	\$7,500
D. Cost Estimating	\$1,200
E. Final Design Plans	\$8,000
F. Bidding Documents and Assistance	\$5,000
G. Storm Water Pollution Prevention Plan (SWPPP) and NPDES Permit	\$1,200
H. Construction Administration (Assumes 4 month construction window) – <i>Hourly No to Exceed</i>	\$7,500
Estimated Fee Total	\$37,200
Estimated Expenses	
Cost for bidding, printing from Rapids Reproductions	\$800-\$1,200
Mileage, submittal fees, permit fees, etc.	\$600

**Expenses will be tracked separately per Note #2 below.*

1. Printing and office materials shall be considered incidentals and will be included in the fixed fee.
2. Owner to pay all fees and expenses for the project with no mark up. Fees shall include permits, submittal fees, mileage, etc. These costs are estimated in the above costs and shall be clearly identified on the invoice.

7.02 *Additional Services:* For additional services of Engineer’s employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any. Engineer’s standard hourly rates are attached as Appendix 1.

The following services are not included in the scope of services at this time:

- Any off-site improvements, such as roadway improvements to Irish Drive
- Irrigation design by others
- Site design for concession stand or parking lot improvements
- Preliminary/Final Platting
- Boundary Retracement Survey
- Neighborhood Meeting
- Traffic Impact Study/Analysis

Linn Mar Community School District Track, Marion, Iowa
HHE File No. _____

- Right of Way dedications/vacations
- Easement dedications or vacations
- Construction Staking
- Environmental permitting or geotechnical design and/or coordination
- Site layout revisions after Plan of Improvements are approved at Design Development phase
- Lighting and Photometrics Plan
- Landscape Planting Plan/Hardscape Design
- Structural design of retaining walls, seat walls, masonry fencing and dumpster enclosure by others
- Unit price bidding (assume project is bid as lump sum)

13.01 7.03 Assumptions:

- City of Marion and/or Owner to coordinate private utility locates at project site.

Attachments: Appendix 1, Engineer's Standard Hourly Rates, Appendix 2, Special Provisions

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

Linn Mar Community School District

2999 North Tenth Street

Marion IA 52302

ENGINEER:

By: Brent Jackman, P.E.

Title: Project Manager

Date Signed: October 9, 2019

Engineer License or Firm's Certificate
Number: 421308857

State of: Iowa

Address for giving notices:

Hall & Hall Engineers Inc.

1860 Boyson Road

Hiawatha IA 52233

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated Oct. 9, 2019

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. *Hourly rates for services performed on or after the Effective Date are:*

POSITION	LEVEL		
	I	II	III
Team Leader	\$133/hour	\$138/hour	\$148/hour
Project Manager	\$123/hour	\$128/hour	\$138/hour
Associate Team Leader	\$103 /hour	\$113/hour	\$123/hour
Project Coordinator	\$83/hour	\$98/hour	\$113/hour
Project Engineer	\$108/hour	\$113/hour	\$123/hour
Design Engineer	\$93/hour	\$98/hour	\$108/hour
Civil Engineering Technician	\$83/hour	\$93/hour	\$103/hour
Project Landscape Architect	\$108/hour	\$113/hour	\$123/hour
Design Landscape Architect	\$93/hour	\$98/hour	\$108/hour
Landscape Architect Technician	\$83/hour	\$93/hour	\$103/hour
Project Surveyor	\$120/hour	\$125/hour	\$135/hour
Lead Field Surveyor	\$100/hour	\$110/hour	\$120/hour
Design Surveyor	\$80/hour	\$95/hour	\$110/hour
Field Surveyor	\$85/hour	-----	-----
Construction Administrator	\$108/hour	\$118/hour	\$128/hour
Construction Observer	\$83/hour	\$98/hour	\$113/hour
Administrator	\$63/hour	\$78/hour	\$93/hour
Intern	\$50/hour	\$60/hour	-----
Expert Witness	\$185/hour		
Traffic Data Collector	\$80/hour for staff & \$40/hour for intern		
Mileage – Personal Vehicle	\$0.58/mile		
Mileage - Company Truck	\$0.79/mile		
Install and monitor sewer flow meter	\$150/week		

This is **Appendix 2, Special Provisions**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated Oct. 9, 2019

Special Provisions to this Agreement

Modify paragraph 2.01A as follows:

Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum rate of interest permitted by law, if less). If any portion or all of an account remains unpaid 90 days after the invoice date, the Owner shall pay all costs of collection, including reasonable attorney's fees and said accounts may be assigned to a credit agency, be the basis of mechanics liens, or any and all other debt collection remedies available. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal. Invoices paid by credit card will be charged an additional 4% service charge.

Additional Terms and Conditions

Access to Site: Unless otherwise stated, the Engineer will have access to the site for activities, but has not included in the fee the cost of restoration of any resulting damage.

Information Provided By Others: Owner shall furnish at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's consultants and contractors.

Hazardous Materials: The Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer and its sub-consultants from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or

statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Engineer.

Certifications, Guarantees and Warranties: The Engineer shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Engineer cannot ascertain.

Fiduciary Responsibility: The Engineer shall not offer any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by the Engineer or any of its sub-consultants, as a consequence of the Engineer entering into this Agreement with the Owner.

Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the Owner understands that the Engineer has no control over the cost or availability of labor, equipment or materials, or over market conditions or the method of pricing, and that the Engineer's opinions of probable construction costs are made on the basis of the Engineer's professional judgment and experience. The Engineer makes no warranty, express or implied, that the bids or the negotiated cost of Project construction will not vary from the Engineer's opinion of probable construction cost.

Validity of Pricing for Services: The scope, schedule and compensation listed for services in this Agreement shall be valid for 30 days from the date Engineer has signed the agreement. Scope, schedule and compensation are subject to change after the above 30 days have expired.

Mutual Indemnification

The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees against damages arising directly from the Engineer's negligent performance of the services under this Agreement and that of its sub-consultants or anyone for whom the Engineer is legally liable. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that Engineer has no duty to defend the Owner from and against any claims, causes of action, or proceedings of any kind.

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors and employees against damages arising directly from the Owner's negligence of the services under this Agreement and that of its contractors, subcontractors or consultants or anyone for whom the Owner is legally liable. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that Owner has no duty to defend the Engineer from and against any claims, causes of action, or proceedings of any kind.

Neither the Owner nor Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or the negligence of others.

Clarification to the Definition of Engineer

For the purposes of this Agreement, services provided by the Engineer may include land surveying, landscape architecture, and environmental services in addition to civil engineering.

Clarification to the Definition of Owner

For the purposes of this Agreement, the Owner may be a general contractor, sub-contractor, individual, corporation, non-profit, consultant, and any other type of entity for which the Engineer is providing services.

Electronic Data Release

The owner exercises the right to request that the Engineer provide a copy of their electronic survey, design and/or data file(s) pertaining to this project. Said electronic file(s) may be preliminary and may not be complete or in final form and shall not be intended for construction use. Owner's use or reuse, reproduction, dissemination, and/or review (both internally and externally) shall be at the Owner's risk and full legal responsibility. Owner shall be fully and solely responsible for reconciling of said electronic files with final certified hard copies produced by the Engineer. Only the final certified hard copies of the survey, design and/or data files shall be the official plans and documents for the project.

By signing this agreement the Owner does hereby agree to indemnify and hold the Engineer, it's manager(s), member(s), officers, agents and employees harmless from any claims, suits, damages, liability, demands or costs, including attorney fees resulting from or arising out of the use or misuse of said electronic survey, design and/or data file(s) by Owner. In the event of suit for breach and/or enforcement of this agreement, Owner agrees to pay all attorney fees incurred by Engineer.

The Engineer retains ownership and a property interest in all electronic data prepared to complete the Engineer's services, including AutoCAD Drawing files ("CAD Data"). Upon Owner's request for CAD Data and signing Engineer's release form, Engineer will furnish CAD Data to Owner or others designated by the Owner. CAD Data will include two-dimensional horizontal line data needed to establish horizontal alignments and control. The furnished data, along with control points, elevations and grades shown on Engineer's plans can be used by others for construction surveys. Engineer will not provide construction survey support to others using Engineer's CAD Data.

PROFESSIONAL SERVICES AGREEMENT

CLIENT: Linn-Mar Community School District
ATTN: Mr. J.T. Anderson
2999 10th Street
Marion, Iowa 52302

PROJECT: Indian Creek, Wilkins Elementary, and Bowman Woods School Renovations

LOCATION: Indian Creek - 2900 Indian Creek Road, Marion, IA 52302
Wilkins - 2127 27th Street, Marion, IA 52302
Bowman Woods - 151 Boyson Road NE, Cedar Rapids, IA 52402

DATE: October 11, 2019

PROJECT DESCRIPTION

Linn-Mar Community School District has contacted Shive-Hattery for the remodel of three schools, Indian Creek, Wilkins, and Bowman Woods Elementary. The Elementary projects consist of the removal and replacement of acoustical ceilings, light fixtures (replaced with LED and occupancy sensors), flooring (carpet removal replaced with new flooring), wall base, replacement of select sinks, casework, and removal and replacement of select doors. Refer to attached color-coded floor plans for scope information.

The renovation work in the Media Center at each school will consist of the following:

1. Wilkins:
 - a. Extend media center to exterior wall; will require some structural work.
 - b. Relocate classroom.
 - c. Replace flooring, wall base, ceilings, and lighting.
 - d. Add two collaboration rooms.
 - e. Relocate/replace entrance frames, glazing and doors.
 - f. New circulation desk.
 - g. Wall paint
 - h. The construction project does not include furniture or bookshelf replacement.

2. Indian Creek:
 - a. Replace flooring, wall base, and ceilings.
 - b. Add two collaboration rooms.
 - c. New circulation desk.
 - d. Wall paint.
 - e. The construction project does not include bookshelf replacement.



3. Bowman Woods:
 - a. Replace flooring, wall base, ceilings, and lighting.
 - b. Add two collaboration rooms.
 - c. Remove wall dividing media center from professional materials room.
 - d. New circulation desk.
 - e. Wall paint.
 - f. The construction project does not include furniture or bookshelf replacement.

This proposal covers three separate projects, one at each school. The preliminary construction cost estimate for this work is roughly:

1.	Indian Creek		
	a.	Building Renovations \$560,000	
	b.	Media Center \$110,00	Subtotal \$670,000
2.	Wilkins		
	a.	Building Renovations \$750,000	
	b.	Media Center \$165,000	
	c.	Roller Shade Replacement \$20,000	Subtotal \$935,000
3.	Bowman Woods		
	a.	Media Center	Subtotal \$120,000
			TOTAL: \$1,725,000

SCOPE OF SERVICES

We will provide Architectural design, Interior design, Electrical design, Mechanical design, Structural design, and Construction Administration.

FORMAL BID PROJECTS (Applies only to Indian Creek and Wilkins Projects)

The following scope of services for Indian Creek and Wilkins Elementary projects will consist of the following:

1. Field investigation to verify existing conditions.
 - a. Visit the project site to check conditions affecting the improvements.
 - b. Prepare documents indicating existing conditions.
2. Design and Bid Phase
 - a. Conduct a meeting with Linn-Mar Community School District to discuss the improvements that will be made.
 - b. Prepare bid documents including the general conditions, bid forms, a notice of hearing and letting, and plans and technical specifications suitable for obtaining competitive bids for construction. Prepare an opinion of construction cost.
 - c. Print twenty (20) sets of plans and specifications.
 - d. Issue plans and specifications.

- e. Conduct a pre-bid meeting with contractors and respond to questions as they review the documents and prepare their bids.
 - f. Prepare and issue addenda.
 - g. Assist in opening and evaluating the bids. Provide a bid tabulation and letter of recommendation of award.
3. Construction Administration.
- a. Conduct two preconstruction meetings, one at each location (Indian Creek and Wilkins Elementary).
 - b. Attend regular progress meetings and conduct construction observation visits to observe and report on work-in-progress. An average of one site visit every other week of construction at each location (Indian Creek and Wilkins Elementary).
 - c. Provide a written report relative to the progress of the work.
 - d. Review change orders, project submittals, requests for information, and contractor applications for payment.
 - e. Conduct construction reviews of the work per architectural, electrical, and mechanical engineering discipline and review contractor's punch list of items to be completed each phase.
 - f. Conduct a final review of the work per architectural, electrical, and mechanical engineering discipline after the contractor has notified us that they have completed the punch list.
 - g. Upon completion of construction, we will prepare final closeout documents and assist in obtaining executed documents to conclude the work.

INFORMAL BID PROJECTS (Applies only to Bowman Woods Media Center Project)

1. Design Phase: Prepare design documents sufficient to obtain contractor quotes.
2. Bidding Phase: Assist the district in distributing documents to contractors and in evaluating the quotes.
3. Construction Phase: Answer contractor and owner questions, review shop drawings, and perform field observations on an as needed basis.

INTERIOR DESIGN CONSULTING SERVICES

1. Grade 1 Professional Staff hourly \$88.00
2. Architectural assistance will be free of charge when assisting with interior design concepts.
3. An estimated fee amount for these services will be provided early in the design phase once the furniture selection process is more clearly defined.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Provide site access for Shive-Hattery personnel.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you, which will serve as a notice to proceed. The services shall be performed per mutually agreed upon schedule.

COMPENSATION

Description	Wilkins	Indian Creek	Bowman Woods	Fee Type	Reimbursable Expenses
Design and Bid Phase	\$74,400	\$45,600	\$12,000	Fixed Fee	\$1,800
Construction Phase	\$18,600	\$11,400	\$3,000	Fixed Fee	\$1,800
Total	\$93,000	\$57,000	\$15,000	Fixed Fee	\$3,600
Overall Fee Amount: \$165,000 (Excludes Reimbursable Expenses)					

Fee Types:

Fixed Fee - We will provide the Scope of Services for the fee amount(s) listed above.

Reimbursable Expenses:

Estimated amount - The estimated Reimbursable Expense amount(s) above will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred. The expenses include printing costs and mileage. We will not exceed the amount(s) without your prior authorization.

The terms of this proposal are valid for 30 day(s) from the date of this proposal.

SERVICES NOT INCLUDED

The following are additional services not included in this proposal.

- Design for abatement of hazardous materials in areas affected by construction activity. Hazardous materials in those areas must be removed prior to the start of construction.
- Barrier air-monitoring services related to asbestos abatement. These services will be provided under a separate contract.

STANDARD TERMS AND CONDITIONS

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PARTIES

"S-H" shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., or Design Organization, a Division of Shive-Hattery, Inc.
"CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants, spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or others entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible for any event or circumstance that is beyond the reasonable control of S-H that has a demonstrable and adverse effect on S-H's ability to perform its obligations under this Agreement or S-H's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law or applicable standards, actions or inactions by a governmental authority, the presence or encounter of hazardous or toxic materials on the Project, war (declared or undeclared) or other armed conflict, terrorism, sabotage, vandalism, riot or other civil disturbance, blockade or embargos, explosion, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by contractors of any level). When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably adjust for S-H's increased time and/or cost to perform its services due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment Act (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

SIGNATURES

Original, facsimile, or electronic signatures by the parties are deemed acceptable for binding the parties to the Agreement. The CLIENT representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,

SHIVE-HATTERY, INC.



Jeremy S. Weih, Project Manager

JSW/atf

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: LINN-MAR COMMUNITY SCHOOL DISTRICT

BY: _____ **TITLE:** _____
(signature)

PRINTED NAME: _____ **DATE ACCEPTED:** _____

- SCOPE**
- WALL BASE ONLY
 - FLOORING AND WALL BASE
 - COMPLETED/NOT INCLUDED
 - MEDIA CENTER
 - FLOORING, WALL BASE, WALL PAINT
 - FLOORING, WALL BASE, WALL PAINT, CASEWORK
 - CEILING ONLY
 - FLOORING, WALL BASE, WALL PAINT, CEILING
 - WALL DEMOLITION/EXTEND TO DECK
 - DOOR TO BE REPLACED
 - ETV LOCATION





- SCOPE**
- LIGHTING ONLY
 - LIGHTING AND CEILING
 - COMPLETED NOT INCLUDED
 - MEDIA CENTER
 - FLOORING, WALL BASE, WALL PAINT, LIGHTING
 - FLOORING, WALL BASE, WALL PAINT, CASEWORK, LIGHTING
 - FLOORING, WALL BASE, WALL PAINT, CASEWORK, LIGHTING, CEILING
 - WALL PAINT ONLY
 - FLOORING, WALL BASE, WALL PAINT, CEILING, LIGHTING
 - WALL RENOVATION EXTEND TO DECK
 - ELY LOCATION

PROVIDE PRICE FOR NEW ROLLER SHADES

PAINT HV DOORS AND FRAME

Balance Autism Children's Services

Financial Policy and Agreement

Person Served	██████████ For student confidentiality, all identifying information has been redacted
Responsible Payor	Linn Mar Community School District
Contact Person	Leisa Breitfelder, ██████████ Services Director

SERVICES:

Balance Autism will provide Behavioral Intervention Services to ██████████ on behalf of Linn Mar Community School District. Services are for the 2019-2020 school year or until a decision to change placement or services being delivered have been determined by the IEP team or Balance Autism. These services will directly address ██████████ learning, academic and behavioral goals as dictated by the IEP team. Balance Autism will provide a certified Behavior Analyst to oversee ██████████ educational programs. This Behavior Analyst will coordinate efforts with the local district and Grant Wood AEA. Appropriate data towards goal mastery will be collected and entered into the Web IEP. In addition the following stipulations exist.

1. Sessions will begin with 2.5 hours per day for 3 days per week, and may be extended with notice to the school and AEA when ██████████ has demonstrated ██████████ can comply with instruction and remain safe. A transition plan to return to school or other appropriate placement will be developed in collaboration with the AEA and School team.
2. Transportation for any community instruction provided outside of the home or school setting will be provided by Balance Autism staff. Transportation costs incurred by Balance Autism will be charged to Linn Mar Community School District at the allowable Federal mileage reimbursement rate of \$.575 cents per mile. Employee time for transportation will not be billed to Linn Mar.
3. Balance Autism will provide 1-2 trained staff with ██████████ at all times. If ██████████ behavior allows for a reduction in staff, the hourly rate will be reduced by \$50.00
4. Services at Balance Autism will be provided on all days that Linn Mar is in session or has scheduled holiday or teacher work days except for days in which the Clinic is closed. When Linn Mar is cancelled due to road conditions because of weather, no services will be provided. Balance Autism will track all days of attendance, including those that are not school calendar days. Extended school year services and schedule will be decided by IEP team and Balance Autism.
5. Services will be billed to Linn Mar Schools at a rate of \$185 per hour or \$46.25 per 15 minute unit of direct service for two trained staff and \$135 per hour or \$33.75 per 15 minute unit of direct service for

one staff. Other services that are considered included in this rate are up to 10% of total hours of service for treatment planning and program oversight by the Teacher or Behavior Analyst, and up to 10% for collaboration with school and AEA personnel. Any additional training and collaboration will be billed at the consultation rate of \$100.00 per hour.

6. Balance Autism will conduct a thorough assessment which may include a Functional Behavior Assessment (FBS) and/or Assessment of Functional Living Skills (AFLS) to determine baseline levels and allow for future programming. Rate for this assessment will be at our consultation rate of \$100 per hour with a maximum of 8 hours.

BILLING/PAYMENTS:

Invoices will be sent directly to the school at:

Leisa Breitfelder, Executive Director of Student Services
Linn Mar Community Schools
2999 N. Tenth Street
Marion, IA 52302
Phone 310-447-3000

Unless other arrangements are approved in writing, the balance is due and payable upon receipt and is past due if payment has not reached us within 30 days of statement date. Services may be discontinued due to non-payment.

FINANCE CHARGE A finance charge will be imposed on any unpaid balance that has not been paid within 30 days of statement date. The finance charge will be computed at the rate of one and a half percent (1.5%) per month or an annual percentage rate of nineteen (19%) percent. The financed charge is computed by applying the period rate to the "overdue balance" of your account.

School Personnel Signature

Date

Balance Autism Personnel Signature

Date