

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.

1. 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.
2. Barrier air-monitoring services related to asbestos abatement. These services will be provided under a separate contract.

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery April 2019

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, alkalies, 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**
- 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
 - DOORS TO BE REPLACED
 - WALL DEMOLISH EXTEND TO DECK
 - ELY LOCATION

PROVIDE PRICE FOR NEW ROLLER SHADES



PAINT HM DOORS AND FRAME