

Additions and Deletions Report for **AIA® Document B101® – 2017**

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.

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PAGE 1

AGREEMENT made as of the Fourth day of May in the year Two Thousand Twenty-Two

...

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

...

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

...

Linn Mar Administration Building
Marion, Iowa
OPN Project Number: 22210000
The Project consists of a new 30,000 SF building including, but not limited to offices, conference rooms, training room, and all related support spaces located east of Excelsior Middle School.

...

REMIT ALL PAYMENTS TO:

...

OPN Architects, Inc.

...

200 5th Avenue SE, Suite 201

...

Cedar Rapids, Iowa 52401

...

ATTN: Vickie Choate (vchoate@opnarchitects.com)

...

Becky Ulferts

...

The (bulferts@opnarchitects.com)

...

The Owner and Architect agree as follows.

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TABLE OF ARTICLES

...

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

...

The building's program will be developed with Linn Mar Administration and relevant stakeholders. This program will then be validated and approved by Linn Mar Community School District for use in design phases.

...

The project is a new building to be located east of Excelsior Middle School off a new access road being constructed under a separate contract from Winslow Road in Marion, Iowa. The building shall be designed to house administrative offices with a program developed with and approved by the District.

...

Construction costs of approximately \$10,490,000.

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Programming is to begin in May of 2022 followed by Schematic Design, Design Development, and Construction Documents. Bid Documents are estimated to be released in early January 2023.

...

Construction commencement is estimated to begin in February 2023

...

Substantial Completion date is estimated to be in June 2024

...

Single Phase/Single Package Bid Documents

...

N/A

...

David Nicholson, CFO/COO
Linn-Mar Community School District
2999 N 10th Street
Marion, IA 52302

...

Board of Education, as may be required by law

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Terracon Consultants, Inc.

...

2640 12th St SW

...

Cedar Rapids, IA 52404

...

Hall & Hall Engineers.

...

1860 Boyson Road

...

Hiawatha, Iowa 52233

...

Survey

...

Special Inspection and Materials Testing, to be determined.

...

Roger Worm, AIA, Principal
Elisha Horsfall, AIA, Project Architect
OPN Architects, Inc.

200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 53401

...

Structural Design Group

...

350 Third Avenue SW, Suite 101

...

Cedar Rapids, Iowa 52404

...

Design Engineers

...

8801 Prairie View Lane SW

...

Cedar Rapids, Iowa 52404

...

Design Engineers

...

8801 Prairie View Lane SW

...

Cedar Rapids, Iowa 52404

...

.4 Civil Engineer:

...

Hall & Hall Engineers Inc.

...

1860 Boyson Road

...

Hiawatha, Iowa 52233

PAGE 5

.1 Construction Estimator:

...

Stecker-Harmsen, Inc.

...

510 South 17th Street, Suite 110

...

Ames, Iowa 50010

...

.2 Food Service Consultant:

...

Advanced Food Service Consulting

...

6201 South Gateway Drive

...

Marion, Iowa 52302

...

.3 Landscape Architect:

...

Traverse Landscape Architects.

...

1120 Depot Lane SE, Suite 100

...

Cedar Rapids, Iowa 52401

...

.4 Furniture, Furnishings and Equipment Design

...

OPN Architects, Inc.

...

200 Fifth Avenue SE, Suite 201

...

Cedar Rapids, Iowa 52401

...

N/A

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

...

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

...

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee, and Five Hundred Thousand Dollars (\$500,000) policy limit.

...

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

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§ 3.5.3 Negotiated Proposals(*Paragraphs deleted*)

...

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

...

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:~~

...

- .1—facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- ...
- .2—organizing and participating in selection interviews with prospective contractors;
- ...
- .3—preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- ...
- .4—participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.
- ...

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

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§ 4.1.1.1	Programming	<u>Add Service</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Architect - Up to 3 Prelim Dsns</u>
§ 4.1.1.3	Measured drawings	<u>Not Provided - Add Service</u>
§ 4.1.1.4	Existing facilities surveys	<u>Not Provided - Add Service</u>
§ 4.1.1.5	Site evaluation and planning	<u>Not Provided - Add Service</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Architect to LOD 300*</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided - Add Service</u>
§ 4.1.1.8	Civil engineering	<u>Owner – Survey, Architect - Design</u>
§ 4.1.1.9	Landscape design	<u>Add Service</u>
§ 4.1.1.10	Architectural interior design	<u>Architect</u>
§ 4.1.1.11	Value analysis	<u>Not Provided - Add Service</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided - Add Service</u>
§ 4.1.1.13	On-site project representation	<u>Not Provided - Add Service</u>
§ 4.1.1.14	Conformed documents for construction	<u>Not Provided - Add Service</u>
§ 4.1.1.15	As-designed record drawings	<u>Not Provided - Add Service</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not Provided - Add Service</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not Provided - Add Service</u>
§ 4.1.1.18	Facility support services	<u>Not Provided - Add Service</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Architect</u>
§ 4.1.1.21	Telecommunications/data design	<u>Architect</u>

§ 4.1.1.22	Security evaluation and planning	<u>Not Provided - Add Service</u>
§ 4.1.1.23	Commissioning	<u>Not Provided - Add Service</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided - Add Service</u>
§ 4.1.1.25	Fast-track design services	<u>Not Provided - Add Service</u>
§ 4.1.1.26	Multiple bid packages	<u>Not Provided - Add Service</u>
§ 4.1.1.27	Historic preservation	<u>Not Provided - Add Service</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Add Service</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Food Service and Cost Estimating - Add Service</u>
§ 4.1.1.30	Other Supplemental Services	<u>Not Provided - Add Service</u>

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4.1.1.6. - BIM

Level of Development [LOD] is limited to LOD 300 as defined in the E203. BIM is not included for the following building components <<<Civil Engineering>>>

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- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- ...
- .2 Twenty (20) visits to the site by the Architect during construction
- ...
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- ...
- .4 One (1) inspections for any portion of the Work to determine final completion.
- ...

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty Eight (28) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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[X] Litigation in a court of competent jurisdiction

...

§ 8.3 Arbitration

...

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the

date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

...

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

...

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

...

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

...

§ 8.3.4 Consolidation or Joinder

...

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

...

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

...

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

...

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees: *(Paragraphs deleted)*

...

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

...

.1—Termination Fee:

...

.2—Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

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§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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.1 Stipulated Sum

...

(Insert amount)

...

.2—Percentage Basis

...

(Insert percentage value) (7.5%)

...

(-) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6-\$786,750 (based on 7.5%) of owners approved anticipated construction costs of \$10,490,000. Final fee for basic services will be adjusted to 7.5% of owners approved costs for construction at project closeout.

...

.3—Other

...

(Describe the method of compensation)

...

REMIT ALL PAYMENTS TO:

...

OPN Architects, Inc.

...

200 Fifth Avenue SE, Suite 201

...

Cedar Rapids, Iowa 52401

...

ATTN: Vickie Choate (vchoate@opnarchitects.com)

...

Becky Ulferts (bulferts@opnarchitects.com)

...

<u>Programming</u>	<u>\$8,000</u>
<u>Landscape Architecture</u>	<u>\$21,470</u>
<u>Cost Estimator</u>	<u>\$13,000</u>
<u>Food Service Consulting</u>	<u>\$4,950</u>
<u>FFE (selection, design & bid documents)</u>	<u>\$63,250</u>
<u>Subtotal Supplemental Services</u>	<u>\$110,670</u>

...

Total Fee inclusive of basic services, programming, cost estimating, food service consulting, landscape design and FFE services: \$897,420

...

Stipulated Sum or per Hourly rates attached to this agreement

...

Stipulated Sum per service or per Standard Hourly Rates

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

...

Schematic Design Phase	<u>Twenty</u>	percent (<u>20</u>	%)
Design Development Phase	<u>Twenty-Five</u>	percent (<u>25</u>	%)
Construction Documents	<u>Twenty-Seven</u>	percent (<u>27</u>	%)
Phase				
Procurement Phase	<u>Three</u>	percent (<u>3</u>	%)
Construction Phase	<u>Twenty-Five</u>	percent (<u>25</u>	%)

...

Per Exhibit A - Standard Hourly Rates or as noted below

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.10 ~~Site-office expenses;~~Intentionally left blank;

...

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

...

At the actual cost for the additional coverage.

...

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

...

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ (*Paragraph*) deleted) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1.5 % Monthly

...

12.1 Sex Offender Acknowledgement

...

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

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12.2 Indemnification:

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

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

12.4 179D(d)(4) Energy Tax Allocation for Designers of Government-Owned Buildings:

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

...

[X] Other Exhibits incorporated into this Agreement:

Exhibit A – Standard Hourly Rates

...

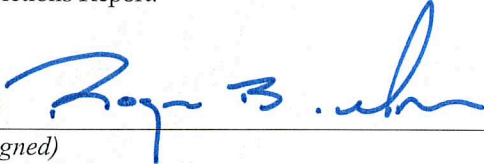
Brittania Morey, Board President

Roger Worm, 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 17:02:37 ET on 02/08/2023 under Order No. 2114290781 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

PRINCIPAL

(Title)

2-15-23

(Dated)

OPN ARCHITECTS

Hourly Rates – 2023

Principal	\$250
Associate Principal	\$185
Associate	\$170
Healthcare Planner	\$205
Senior Project Manager/Senior Project Architect	\$145
Project Manager/Project Architect	\$125
Architect	\$115
Intern Architect 3	\$100
Intern Architect 1-2	\$80
Senior Interior Designer	\$115
Interior Designer	\$90
Construction Administrator	\$105
Architectural Technician	\$85
Directors of Business Support	\$130
Business Support Specialist	\$95
Marketing Specialist	\$90
Administrative Support	\$65
College Interns	\$50

These rates are subject to an annual adjustment on or around January 1, and your contract will adjust accordingly.