

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.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:10:35 ET on 11/28/2023.

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

...

New Linn Mar Performing Arts Venue Addition
3111 10th St.
Marion, Iowa 52302

The Project consists of the design of an addition to the existing High School, including but not limited to, a new performing arts center and all support spaces needed for the function of the venue, central pre-function area and entry, restrooms, and reconfiguration of the existing mechanical yard. This addition is located on the west side of the High School at the location of a current loading dock area along 10th street, to the south of the existing performance venues. The size of the addition shall be +/-1200 seat capacity with associated stage and back of house spaces. A storm shelter is also included in the design.

OPN Project Number:

...

22216000

...

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 the final design phases.

...

The Project consists of the design of an addition to the existing High School, including but not limited to, a new performing arts center and all support spaces needed for the function of the venue, central pre-function area and entry, restrooms, and reconfiguration of the existing mechanical yard. This addition is located on the west side of the High School at the location of a current loading dock area along 10th street, to the south of the existing performance venues. Size of the addition shall be +/- 1200 seat capacity with associated stage and back of house spaces. A storm shelter is also included in the design. Specific areas within the existing high school shall also be remodeled as needed to accommodate the added program space.

The project is mainly constructed from precast panels with thin brick accents on the building and Linn-Mar red accents.

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The owner has defined Total Funding of \$28,000,000. The anticipated Construction Costs are \$23,000,000. Fixtures, Furniture, Equipment, Concert Hall Equipment, Technology, Signage, Generator and Switchgear is estimated to be \$962,000, and also included within design and bid documents.

...

Design Documents shall be completed and tentatively issued for bid December 8, 2023

...

February 2024

...

July, 2025

...

Multiple phased / single bid package due to the relocation of the mechanical yard

...

N/A

...

N/A

...

Amy Kortemeyer, Superintendent of Schools
Linn-Mar Community School District
2999 N 10th Street
Marion, IA 52302

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Board of Education, as may be required by law

...

.1 Geotechnical Engineer: Soil Boring and Testing

...

Terracon Consultants, Inc.

...

2640 12th St SW

...

Cedar Rapids, IA 52404

...

.2 Civil Engineer: Survey

...

Hall & Hall Engineers.

...

1860 Boyson Road

...

Hiawatha, Iowa 52233

...

Special Inspection and Materials Testing, to be determined.

...

Roger Worm, AIA, Principal
Ken Hagen, AIA, Project Architect
OPN Architects, Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 53401

...

Raker Rhodes Engineering

...

112 E. Washington Street, Suite B

...

Iowa City, Iowa 52240

...

Design Engineers

...

8801 Prairie View Lane SW

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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

...

.1 Construction Estimator:

...

Stecker-Harmsen, Inc.

...

510 South 17th Street, Suite 110

...

Ames, Iowa 50010

...

.2 Theatre Planning

...

Schuler Shook .

...

219 Main Street SE, Suite 200

...

Minneapolis, Minnesota 55414

...

.3. Acoustic Consultant

...

Threshold Acoustics, LLC.

...

141 West Jackson Boulevard, Suite 2080

...

Chicago, Illinois 60604

...

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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<u>Supplemental Services</u>	<u>Responsibility</u> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Add Service listed below in this Contract
§ 4.1.1.2 Multiple preliminary designs	Architect - Up to 3 Prelim Designs
§ 4.1.1.3 Measured drawings	Not Provided - Add Service if requested
§ 4.1.1.4 Existing facilities surveys	Not Provided - Add Service if requested
§ 4.1.1.5 Site evaluation and planning	Not Provided - Add Service if requested

§ 4.1.1.6 Building Information Model management responsibilities	Architect to LOD 300*
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided - Add Service if requested
§ 4.1.1.8 Civil engineering	Owner – Survey, Architect - Design
§ 4.1.1.9 Landscape design	Not Provided - Add Service if requested
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided - Add Service if requested
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided - Add Service if requested
§ 4.1.1.13 On-site project representation	Not Provided - Add Service if requested
§ 4.1.1.14 Conformed documents for construction	Not Provided - Add Service if requested
§ 4.1.1.15 As-designed record drawings	Not Provided - Add Service if requested
§ 4.1.1.16 As-constructed record drawings	Not Provided - Add Service if requested
§ 4.1.1.17 Post-occupancy evaluation	Not Provided - Add Service if requested
§ 4.1.1.18 Facility support services	Not Provided - Add Service if requested
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Not Provided - Add Service if requested
§ 4.1.1.23 Commissioning	Not Provided - Add Service if requested
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided - Add Service if requested
§ 4.1.1.25 Fast-track design services	Not Provided - Add Service if requested
§ 4.1.1.26 Multiple bid packages	Not Provided - Add Service if requested
§ 4.1.1.27 Historic preservation	Not Provided - Add Service if requested
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided - Add Service if requested
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided - Add Service if requested
§ 4.1.1.30 Other Supplemental Services	Not Provided - Add Service if requested
§ 4.1.1.31 Signage / Environmental Graphics	Add Service listed below in this Contract
§ 4.1.1.32 Furniture, furnishings, equipment bidding procurement	Add Service listed below in this Contract
§ 4.1.1.33 Cost Estimating	Add Service listed below in this Contract
§ 4.1.1.34 Theatre Planning / Theatrical Lighting Design	Add Service listed below in this Contract
§ 4.1.1.35 Acoustic Design	Add Service listed below in this Contract

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	

§ 4.1.1.8	Civil engineering	
§ 4.1.1.9	Landscape design	
§ 4.1.1.10	Architectural interior design	
§ 4.1.1.11	Value analysis	
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13	On-site project representation	
§ 4.1.1.14	Conformed documents for construction	
§ 4.1.1.15	As-designed record drawings	
§ 4.1.1.16	As-constructed record drawings	
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the Owner's consultants	
§ 4.1.1.21	Telecommunications/data design	
§ 4.1.1.22	Security evaluation and planning	
§ 4.1.1.23	Commissioning	
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25	Fast-track design services	
§ 4.1.1.26	Multiple bid packages	
§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

...

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

...

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 Thirty Six (36) visits to the site by the Architect or representative of the Architect during construction (2 visits per month during 18 months of 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 three months (3) months of the date of this Agreement, Substantial Completion date of July 31, 2025, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. Services at either a mutually agreed amount per month or hourly as incurred, commencing November 1, 2025

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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.

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§ 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:

...

§ 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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ARTICLE 11 COMPENSATION

...

.1 Stipulated Sum for Basic Services and Additional Services, as noted below:

...

(Insert amount)

...

Fee for Basic Services: \$1,955,000, equal to:

...

8.5% of initial estimated construction costs of \$23,000,000, including Alternates and General Conditions. Basic Services includes Architecture, Mechanical / Plumbing Engineering, Electrical Engineering, Technology Engineering, Structural Engineering, Civil Engineering

...

.2 ~~Percentage Basis~~

...

(Insert percentage value)

...

~~()% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. Final Fee for Basic Services will be adjusted to 8.5% of the Owners lowest Bid received for Base Bid, Alternates and General Conditions. Additional items designed or engineered by the design team and solicited for bid on the owner's behalf shall be included in~~

...

.3 ~~Other~~

...

(Describe the method of compensation) the total fee adjustment.

...

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, ~~4.1.1~~, the Owner shall compensate the Architect as follows:

...

Additional Services.

...

\$15,750 – Programming - OPN Architects

...

\$6,000 - Signage / Environmental Graphics – OPN Architects

...

\$24,000 - FFE Initial Fee Allowance – OPN Architects

...

\$44,347 - Cost Estimators - Stecker-Harmsen

...

\$97,680 - Theatre Planning / Lighting - Schuler Shook

...

\$115,060 - Acoustic Design – Threshold Acoustics

...

\$302,837 - Total Additional

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Services

...

Stipulated Sum or per Hourly rates attached to this agreement

...

Stipulated Sum per service or per Standard Hourly Rates

...

§ 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 Phase	<u>Twenty-Five</u>	percent (<u>25</u>	%)
Procurement Phase	<u>Three</u>	percent (<u>3</u>	%)
Construction Phase	<u>Twenty-Seven</u>	percent (<u>27</u>	%)

...

Per Exhibit A - Standard Hourly Rates, attached.

.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

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

...

12.2 Indemnification:

The Architect agrees to the fullest extent permitted by law, to indemnify and hold harmless the Owner including its officers, director, shareholders, employees, contractors, subcontractors and consultants against all claims, damages,

liabilities, losses or costs, including reasonable attorneys' fees and defense costs, or costs of any nature whatsoever to the extent caused by the Architect's negligent error or omission in the performance of professional services required under this Agreement, including any plan or specification within the responsibility of the Architect or to any breach of duty or obligation assumed by or required under this Agreement and that of its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies or anyone for whom the Architect is legally liable.

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

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

The Owner may agree, but is not obligated to allocate to the Architect and the Architect's participating and responsible Consultants all Section 179D tax deductions dedicated the Designers of energy efficient commercial property, provided these commercial property improvements qualify for allocations per the Energy Policy Act of 2005, Section 179D, Notice 2008-40. Upon achieving Substantial Completion for the Project, the Architect will prepare and submit the Form of Allocation letter to the Owner for consideration and possible approval on behalf of the design team and participating Consultants. The Architect and Architect's participating Consultants will maintain records as are sufficient to establish the entitlement to, and amount of, any deduction claimed by the Consultant relevant to 197D per IRS regulations. Reference: As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code in order to encourage the energy efficient design and construction of new or rehabilitated properties. Notice 2008-40 of Internal Revenue Bulletin 2008-14 sets forth guidance as to the allocation of the section 179D deduction to designers of government owned buildings. Notice 2008-40 provides that in the case of a government owned property (Federal, State or Local government or political subdivision) the deduction for energy efficient buildings may be allocated to the designer for the taxable year that includes the date on which the property was placed in service. These tax allocations are not possible to claim as a government entity and may therefore be assigned to the responsible designer(s) of qualifying energy efficient property incorporated into the Project as the sole election of the Owner. A designer may include, for example, an architect, engineer, contractor, environmental consultant or energy services provider who creates the technical specification for a new building or an addition to an existing building that incorporates energy efficient commercial property allowed under Section 179D.

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AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:

...

(Insert the date of the E204 2017 incorporated into this agreement.)

...

Other Exhibits incorporated into this Agreement:

...

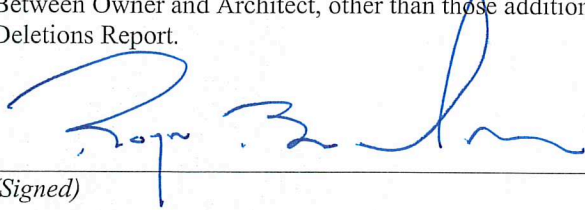
Exhibit A – Standard Hourly Rates

...

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 16:10:35 ET on 11/28/2023 under Order No. 4104240405 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)

11-28-23

(Dated)

AIA[®] Document E203[®] – 2013

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the Fourth day of May in the year Two Thousand Twenty-Two is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

(Name and location or address of the Project)

New Linn-Mar Performing Arts Venue Addition
3111 10th Street
Marion, Iowa 52302
OPN Project Number: 22216000

TABLE OF ARTICLES

- 1 **GENERAL PROVISIONS**
- 2 **TRANSMISSION AND OWNERSHIP OF DIGITAL DATA**
- 3 **DIGITAL DATA PROTOCOLS**
- 4 **BUILDING INFORMATION MODELING PROTOCOLS**
- 5 **OTHER TERMS AND CONDITIONS**

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various milestones of the Project, and the associated Authorized Uses of the Building Information Models.

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Project specific versions of AIA Document G201TM-2013, Project Digital Data Protocol Form and AIA Document G202TM-2013, Project Building Information Modeling Protocol Form.

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

§ 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and memorialized in AIA Documents G201-2013 and G202-2013, will result in a change in the Party's scope of work or services warranting an adjustment in compensation, contract

ADDITIONS AND DELETIONS:

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

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

This document is intended to be incorporated into an agreement between the parties and used in conjunction with AIA Documents G201TM-2013, Project Digital Data Protocol Form, and G202TM-2013, Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203-2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201-2013 and G202-2013.

sum, schedule or contract time, the Party shall notify the other Party. Failure to provide notice as required in this Section 1.3 shall result in a Party's waiver of any claims for adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

§ 1.3.2 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:

(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)

§ 1.4 Definitions

§ 1.4.1 **Building Information Model.** A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the "Model," which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202–2013, Project Building Information Modeling Protocol Form.

§ 1.4.2 **Building Information Modeling.** Building Information Modeling or Modeling means the process used to create the Model.

§ 1.4.3 **Model Element.** A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

§ 1.4.4 **Level of Development.** The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD.

§ 1.4.5 **Authorized Uses.** The term "Authorized Uses" refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Exhibit.

§ 1.4.6 **Model Element Author.** The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202–2013.

§ 1.4.7 **Digital Data.** Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

§ 1.4.8 **Confidential Digital Data.** Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as "confidential."

§ 1.4.9 **Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written" or "in writing" shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print the communication.

§ 1.4.10 **Written Notice.** In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written notice" shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication.

§ 1.4.11 **Party and Parties.** The terms "Party" and "Parties" refer to the signing parties to the Agreement.

§ 1.4.12 **Project Participant.** A Project Participant is an entity (or individual) providing services, work, equipment or

materials on the Project and includes the Parties.

ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital Data established pursuant to the terms of this Exhibit.

§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party’s right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 2.4 Where a provision in this Article 2 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Article 2 shall prevail.

ARTICLE 3 DIGITAL DATA PROTOCOLS

§ 3.1 **Anticipated Types of Digital Data.** The anticipated types of Digital Data to be used on the Project are as follows: *(Indicate below the information on the Project that shall be created and shared in a digital format. If the Parties indicate that Building Information Modeling will be utilized on the Project, the Parties shall also complete Article 4.)*

Anticipated Digital Data	Applicability to the Project <i>(Indicate Applicable or Not Applicable)</i>	Location of Detailed Description <i>(Section 3.1.1 below or in an attachment to this exhibit and identified below)</i>
Project Agreements and Modifications	Applicable	
Project communications	Applicable	
Architect’s pre-construction submittals	Applicable [SD, DD, CD]	
Contract Documents	Applicable	
Contractor’s submittals	Applicable	
Subcontractor’s submittals	Applicable	
Modifications	Applicable	
Project payment documents	N/A	
Notices and claims	N/A	
Building Information Modeling	Applicable	

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

§ 3.2 As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

§ 3.2.1 Unless another Project Participant is identified below, the Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval.
(If a Project Participant other than the Architect shall be responsible for preparing draft and final Digital Data protocols, identify that Project Participant.)

§ 3.2.2 The agreed upon Digital Data protocols shall be set forth in AIA Document G201–2013 and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols.

§ 3.2.3 The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project.

§ 3.3 The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants.

§ 3.4 Unauthorized Use

§ 3.4.1 Prior to Establishment of Digital Data Protocols

If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 3.4.2 Following Establishment of Digital Data Protocols

Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

§ 3.5 Digital Data Management

§ 3.5.1 Centralized electronic document management system use on the Project shall be:

(Check the appropriate box. If the Parties do not check one of the boxes below, the default selection shall be that the Parties will not utilize a centralized electronic document management system on the Project.)

The Parties intend to use a centralized electronic document management system on the Project.

The Parties do not intend to use a centralized electronic document management system on the Project.

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth in the latest version of G201–2013 approved by the Project Participants.

§ 3.5.3 Unless responsibility is assigned to another Project Participant, the Architect shall be responsible for managing and maintaining the centralized electronic document management system. If the responsibility for management and maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone.
(Identify the Project Participant responsible for management and maintenance only if the Parties intend to utilize a centralized electronic document management system on the Project.)

Responsible Project Participant
OPN Architects, Inc.

Project Milestone
Thru Design Phases [SD – CD]

ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

[] The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.

[X] The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

§ 4.2 **Anticipated Building Information Modeling Scope.** Indicate below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.

Project Portion for Modeling	Responsible Project Participant
Architectural Model	OPN Architects, Inc.
Structural Model	Raker Rhodes Engineering
Mechanical Model	Design Engineers
Electrical Model	Design Engineers
Civil Model	Hall & Hall Engineers, Inc.

§ 4.3 **Anticipated Model Authorized Uses.** Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants and further described for each LOD in AIA Document G202–2013.

1) Design coordination
2) Construction coordination
Model is NOT intended for use in material estimates, construction sequencing, fabrication, or facility management unless noted specifically otherwise.

§ 4.4 **Ancillary Modeling Activities.** Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202–2013, if any.

(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)

3D presentations or animations as required for design and presentation.

§ 4.5 **Modeling Protocols.** As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing AIA Document G202–2013.

§ 4.5.1 The Modeling protocols shall address the following:

- .1 Identification of the Model Element Authors;
- .2 Definition of the various LOD for the Model Elements and the associated Authorized Uses for each defined LOD;
- .3 Identification of the required LOD of each Model Element at each identified Project milestone;
- .4 Identification of the construction classification systems to be used on the Project;

Init.

- .5 The process by which Project Participants will exchange and share the Model at intervals not reflected in Section 3.3, Model Element Table, of AIA Document G202–2013;
- .6 The process by which the Project Participants will identify, coordinate and resolve changes to the Model;
- .7 Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if required on the Project;
- .8 Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and
- .9 Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling Protocols.)*

§ 4.5.2 Unless responsibility is assigned to another Project Participant identified below, the Architect shall prepare and distribute Modeling protocols to the other Project Participants for review, revision and approval. *(If a Project Participant other than the Architect shall be responsible for preparing draft and final Modeling protocols, identify that Project Participant.)*

§ 4.5.3 The agreed upon Modeling protocols shall be set forth in AIA Document G202–2013 and each Project Participant shall memorialize their agreement in writing to such Modeling protocols.

§ 4.5.4 The Parties, together with the other Project Participants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.

§ 4.6 The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the latest version of AIA Document G202–2013, which document shall be included in or attached to the Model in a manner clearly accessible to the Project Participants.

§ 4.7 Unauthorized Use

§ 4.7.1 Prior to Establishment of Modeling Protocols

If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or reliance is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 4.7.2 Following Establishment of Modeling Protocols

Following agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model. A Party may rely on the Model Element only to the extent consistent with the minimum data required for the identified LOD, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 4.8 Model Management

§ 4.8.1 The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to another Project Participant, the Architect shall manage the Model from the inception of the Project. If the responsibility for Model management will be assigned to another Project Participant, or change at an identified Project milestone, indicate below the identity of the Project Participant who will assume that responsibility, and the Project milestone.

Responsible Project Participant
OPN Architects, Inc.

Project Milestone
Thru Design Phase [SD, DD, CD]

§ 4.8.2 **Model Management Protocol Establishment.** The Project Participant responsible for managing the Model, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following:

- .1 Model origin point, coordinate system, precision, file formats and units
- .2 Model file storage location(s)
- .3 Processes for transferring and accessing Model files
- .4 Naming conventions
- .5 Processes for aggregating Model files from varying software platforms
- .6 Model access rights
- .7 Identification of design coordination and clash detection procedures.
- .8 Model security requirements
- .9 Other: *(Identify additional Model management protocols to be addressed.)*

§ 4.8.3 Ongoing Responsibilities. The Project Participant responsible for managing the Model shall do so consistent with the Model management protocols, which shall also include the following ongoing responsibilities:

- .1 Collect incoming Models:
 - .1 Coordinate submission and exchange of Models
 - .2 Create and maintain a log of Models received
 - .3 Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5
 - .4 Maintain a record copy of each Model file received
- .2 Aggregate Model files and make them available for Authorized Uses
- .3 Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below
- .4 Manage Model access rights
- .5 Other: *(Identify additional responsibilities.)*

§ 4.8.4 Model Archives. The individual or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project milestone and shall preserve it without alteration as a record of Model completion as of that Project milestone.

§ 4.8.4.1 Additional Model Archive requirements, if any, are as follows:

Each Responsible Project Participant shall maintain regular digital data/model archives of their respective scope of work as necessary to ensure the security, access, integrity and progress of the project.

§ 4.8.4.2 The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:

§ 4.9 Post-Construction Model. The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party's responsibility.

(Designate below any anticipated post-construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and the location of a detailed description of the anticipated scope of services to create or adapt the Model as necessary to achieve such uses.)

Post-Construction Model	Applicability to Project <i>(Applicable or Not Applicable)</i>	Responsible Project Participant	Location of Detailed Description of Requirements and Services <i>(Section 4.10 below or in an attachment to this exhibit and identified below)</i>
§ 4.9.1 Remodeling	N/A		
§ 4.9.2 Wayfinding and Mapping	N/A		
§ 4.9.3 Asset/FF & E Management	N/A		
§ 4.9.4 Energy Management	N/A		
§ 4.9.5 Space Management	N/A		
§ 4.9.6 Maintenance Management	N/A		

§ 4.10 Insert a detailed description of the requirements for each Post-Construction Model identified in Section 4.9 and the anticipated services necessary to create each Post-Construction Model, if not further described in an attachment to this Exhibit.

| N/A

ARTICLE 5 OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:

Additions and Deletions Report for AIA® Document E203® – 2013

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:15:34 ET on 11/28/2023.

PAGE 1

This Exhibit dated the Fourth day of May in the year Two Thousand Twenty-Two is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

...

New Linn-Mar Performing Arts Venue Addition
3111 10th Street
Marion, Iowa 52302
OPN Project Number: 22216000

PAGE 3

<u>Project Agreements and Modifications</u>	<u>Applicable</u>	
<u>Project communications</u>	<u>Applicable</u>	
<u>Architect's pre-construction submittals</u>	<u>Applicable [SD, DD, CD]</u>	
<u>Contract Documents</u>	<u>Applicable</u>	
<u>Contractor's submittals</u>	<u>Applicable</u>	
<u>Subcontractor's submittals</u>	<u>Applicable</u>	
<u>Modifications</u>	<u>Applicable</u>	
<u>Project payment documents</u>	<u>N/A</u>	
<u>Notices and claims</u>	<u>N/A</u>	
<u>Building Information Modeling</u>	<u>Applicable</u>	

PAGE 4

The Parties intend to use a centralized electronic document management system on the Project.

PAGE 5

OPN Architects, Inc. Thru Design Phases [SD – CD]

...

The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

...

<u>Architectural Model</u>	<u>OPN Architects, Inc.</u>
<u>Structural Model</u>	<u>Raker Rhodes Engineering</u>
<u>Mechanical Model</u>	<u>Design Engineers</u>
<u>Electrical Model</u>	<u>Design Engineers</u>
<u>Civil Model</u>	<u>Hall & Hall Engineers, Inc.</u>

...

1) Design coordination

2) Construction coordination

Model is NOT intended for use in material estimates, construction sequencing, fabrication, or facility management unless noted specifically otherwise.

...

3D presentations or animations as required for design and presentation.

PAGE 6

OPN Architects, Inc.

Thru Design Phase [SD, DD, CD]

PAGE 7

Each Responsible Project Participant shall maintain regular digital data/model archives of their respective scope of work as necessary to ensure the security, access, integrity and progress of the project.

...

§ 4.9.1	Remodeling	<u>N/A</u>		
§ 4.9.2	Wayfinding and Mapping	<u>N/A</u>		
§ 4.9.3	Asset/FF & E Management	<u>N/A</u>		
§ 4.9.4	Energy Management	<u>N/A</u>		
§ 4.9.5	Space Management	<u>N/A</u>		
§ 4.9.6	Maintenance Management	<u>N/A</u>		

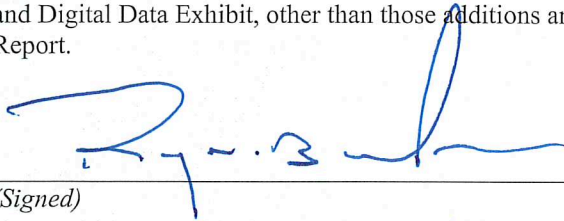
PAGE 8

N/A

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 15:15:34 ET on 11/28/2023 under Order No. 4104240405 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document E203™ – 2013, Building Information Modeling and Digital Data Exhibit, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

PRINCIPAL

(Title)

11-28-23

(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.