

Item 6.2.2 Tiger Vision Phase I Implementation Advisory Team Development with Board Guidance and Communication Tools for Tiger Vision

**Background Information:** This evening Terry will share information under development by Architect Randy West of BLDD and Construction Management Vice President George Schuler.

Several weeks ago names were requested from Directors and others to invite a broad range of community members to join and participate in the Tiger Vision Phase I Advisory Team. At the table this evening, Terry will share the names suggested and will ask for additional.

High School Administrators are asked to talk with student leaders there and determine if three to five would like to have a seat on the Advisory Team. This report will be provided tonight, too.

Please allow a few minutes to discuss:

- Suggested patron names for the Tiger Vision Phase I Advisory Team
- Report from high school administrators for student involvement
- Draft copy of a team mission and purpose statement
- Suggested preliminary date for the first Tiger Vision Phase I Advisory Team meeting

Other communication tools and efforts to review:

- Web site links in partnership with Boyd Jones Construction, BLDD Architects, and Alley•Poyner•Macchietto Architects
- Engagement with the Red Oak Express and the KCSI / KOAK media firms

**Suggested Board Action:** (to be provided)

Item 6.2.3 Tiger Vision Phase I Professional Services Contracts: Consideration and Probable Action for the Architect, Construction Management Services and Finance Consultant – Report from Business Manager Shirley Maxwell

**Background Information:** On Friday, February 6 the district received the final review and recommendations for a contract consideration affecting BLDD Architects for the Tiger Vision Phase I Project. Legal Counsel Ahlers & Cooney, PC of Des Moines and legal counsel for BLDD Architects have finalized all of their work.

Enclosed this evening is the contract language for your review. Business Manager Shirley Maxwell will discuss the most recent process of drafting/review. Should the Directors want more time to study the contract and submit any questions to legal counsel that can happen.

Shirley Maxwell will review the status of other contracts and engagements. Board President Lee Fellers will discuss the next steps planned with Construction Management Company Boyd Jones Construction.

**Suggested Board Action:** (to be provided)



# Document B132™ – 2009

## Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

**AGREEMENT** made as of the Sixth day of February in the year Two Thousand and Fifteen  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Board of Education  
Red Oak Community School District  
2011 North 8<sup>th</sup> Street  
Red Oak, IA 51566

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

BLDD Architects, Inc.  
5183 Utica Ridge Road  
Davenport, IA 52807

for the following Project:  
(Name, location and detailed description)

Additions and Renovation to the Red Oak High School

BLDD Project No: 155EX01.400

The Construction Manager:  
(Name, legal status, address and other information)

Boyd Jones Construction  
4360 Nicholas Street  
Omaha, NE 68131

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

§ 1.1.1 The Owner's program for the Project:

*(Identify documentation or state the manner in which the program will be developed.)*

See Attachment A [COMMENT: District should make sure it is consistent with its expectations]

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

See Attachment B [COMMENT: District should make sure it is consistent with its expectations.]

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

See Attachment A [COMMENT: See above comment in 1.1.1.]

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

.1 Design phase milestone dates, if any:

Programming/Schematic Design	February - March 2015
Design Development	March - April 2015
Construction Documents	May - June 2015
Bidding	July 2015

Construction

August 2015 - August 2016

[COMMENT: Review schedule carefully and make sure everyone is in agreement as to dates outlined.]

.2 Commencement of construction:

To Be Determined

.3 Substantial Completion date or milestone dates:

To Be Determined

.4 Other:

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:  
(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

One Contractor

Multiple Prime Contractors

Unknown at time of execution

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:  
(List number and type of bid/procurement packages.)

It is expected that this project will have multiple bid packages, with the number to be determined and approved by the Owner at a later date.

§ 1.1.7 Other Project information:  
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:  
(List name, address and other information.)

[Insert District representative.]

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who may be required to review the Architect's submittals to the Owner are as follows:  
(List name, address and other information.)

**Board of Directors  
Red Oak Community School District  
2011 North 8<sup>th</sup> Street  
Red Oak, IA 51566**

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§ 1.1.10 The Owner will retain the following consultants:  
(List name, legal status, address and other information.)

- .1 Construction Manager: The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:
- .2 Cost Consultant (if in addition to the Construction Manager):  
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)  
  
N/A
- .3 Land Surveyor:  
  
To Be Determined
- .4 Geotechnical Engineer:  
  
To Be Determined
- .5 Civil Engineer:  
  
N/A
- .6 Other consultants:  
(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)  
  
N/A

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address and other information.)

Randall L. West, AIA  
BLDD Architects, Inc.  
5183 Utica Ridge Road  
Davenport, IA 52807

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:  
  
BLDD Architects, Inc.  
5183 Utica Ridge Road  
Davenport, IA 52807
- .2 Mechanical Engineer:  
  
To Be Determined
- .3 Electrical Engineer:  
  
To Be Determined

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§ 1.1.12.2 Consultants retained under Additional Services:

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Architect shall adjust its services and the Owner and the Architect shall adjust the schedule and the Architect's compensation, as necessary, and as mutually agreed upon by the parties.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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

§ 2.2.1 The Architect/Engineer accepts the relationship of trust and confidence established with the Owner by this Agreement and will exercise the Architect's skill and judgment in furthering the interests of the Owner and will perform the Architect/Engineer services in an expeditious and economical manner consistent with the interests of the Owner and consistent with appropriate professional standards.

§ 2.2.2 Architect shall review its design for compliance with applicable: (a) technical specifications, (b) long-term Projects Plan, (c) educational specifications, (d) building codes, (e) ADA standards, (f) approved Project construction budgets, (g) approved Project schedules and (h) other contract obligations. Architect/Engineer shall reply in writing with this review.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2009, Standard Form of Agreement Between Owner and Construction Manager, as amended by the parties. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost. [COMMENT: Make sure District's insurance provider reviews.]

§ 2.6.1 Comprehensive 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.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than **One Million Dollars (\$1,000,000)** combined single limit and aggregate for bodily injury and property damage.

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§ 2.6.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than **Five Hundred Thousand Dollars (\$500,000)**

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than **Three Million Dollars (\$3,000,000)** per claim and in the aggregate. **The Architect shall maintain this coverage until completion of the Project and for a period of two (2) years thereafter.**

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies. **The Architect shall require that all Consultants engaged by the Architect carry and maintain sufficient insurance that is appropriate to the project in the reasonable discretion of the Architect. The Architect and Consultants shall submit proof of such insurance to the Owner before submittal of the first invoice. The Architect will provide written notice to the Owner at least thirty (30) days prior to any cancellation, nonrenewal, or material modification of the policies for a period of two (2) years from the date of this Agreement.**

§ 2.6.7 Commercial Liability and Automobile Liability policies cited above should be endorsed as follows:

**"The insurance company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defense of governmental immunity available to the insured under Iowa Code Section 670 as it now exists or may be amended from time to time. The company and the insured further agree that this policy of insurance shall cover only its claims and not subject to the defense of governmental immunity under Iowa Code Section 670."**

§ 2.6.8 The Certificate of Insurance Commercial Liability and Automobile Liability policies should state:

**"The insurance company and the insured expressly agree and state that granting additional insured status on this policy of insurance does not waive any of the defenses of governmental immunity available to the Collins-Maxwell Community School District under Iowa Code Section 670 as it now exists or may be amended from time to time."**

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services as well as \_\_\_\_\_ necessary to produce a complete and accurate set of Construction Documents. Services not set forth in this Article 3 are Additional Services. **[COMMENT: Which bolded services are to be included here in the blank?]**

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

*(Paragraph deleted)*

§ 3.1.2.1 **Since more than one contractor will be engaged to work on the Project, Architect shall perform its responsibilities under this Agreement with each one separately.** § 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager's **information** a schedule for the performance of the Architect's services for inclusion in the Project schedule prepared by the Construction

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Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

**§ 3.1.3.1 The Construction Manager shall provide the estimating services to establish the Project construction budget. The Architect has no responsibility for developing the Project construction budget. However, the Architect is responsible for designing the Project within the Owner-approved Project construction budget. The "Project construction budget" means the estimate of cost of the Work developed or to be developed for the Project by the Construction Manager and approved by the Owner, as such may be amended or updated from time to time. The Architect and Construction Manager shall coordinate and cooperate with each other in the development of the design in order to facilitate the achievement of the Owner's Project construction budget.**

[COMMENT: Use this language if appropriate in this project. Note: This language was used previously with BLDD when Estes was Construction Manager.]

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. **The Owner shall understand design requirements imposed by governmental authorities or utility companies may require additional design fees and possible construction cost changes.**

§ 3.1.8 The Architect shall **work with the Construction Manager to file on behalf of the Owner** all documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.9 The Architect will attend review or approval meetings such as: **planning and/or facility committee, school board, or public hearings as necessary and/or reasonably requested by the Owner at no additional cost.**

§ 3.1.10 All documents produced by the Architect and its consultants pursuant to this Agreement shall be created with reasonable professional efforts to comply with applicable laws, statutes, ordinances, codes, rules, and regulations in effect at the time of construction document submission to building authorities. Design changes made necessary by newly enacted laws, codes and/or regulations after the date of submission of the documents to the building authorities shall entitle the Architect and its consultants to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. All Construction Documents shall be dated and shall contain, and/or be adopted by a statement referring to each specific document covered by the signature of the registered architect and/or engineer in responsible charge, a certificate that the work was done by such registered architect and/or engineer or under the registered architect's and/or engineer's responsible charge and the Iowa legible seal for such registrant.

§ 3.1.11 The Architect shall advise and consult with the Owner during the administration of the Contract for Construction and shall serve as the "Owner's Authorized Contract Representative" for all designated purposes and/or responsibilities under Iowa Code Chapter 26.13.

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### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program, schedule, project budget and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's needs, program requirements, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. **The Owner must approve any alternative design approaches offered by the Architect prior to incorporating said approaches.**

§ 3.2.4 Based on the Project requirements, schedule and budget for the Cost of the Work, agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner. **However, the Architect shall make revisions to the Schematic Design Phase Drawings, Specifications or other documents when requested by Owner because estimates of construction costs exceed the Project construction budget.**

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements, schedules and the budget for the Cost of the Work pursuant to Section 5.4, the Architect **will meet with the Construction Manager and Owner to review the preliminary designs and discuss options.** Based on these discussions and the Architect's review, the Architect shall prepare Design

Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, civil, mechanical and electrical systems and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

**§ 3.3.2** Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager and Owner, as necessary, to review the Design Development Documents. **Architect shall also provide drawings and other documents which depict the current status of design development for the Owner's review and the Construction Manager's information.**

**§ 3.3.3** Upon receipt of the Owner's comments and the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

#### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. **It is Architect's responsibility to ascertain that the drawings, plans and specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. The Architect shall review laws, codes and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction of the Project. All documents produced by the Architect pursuant to this Agreement shall comply with applicable laws, statutes, ordinances, codes, rules, and regulations in effect at the time of construction document submission to building authorities. All engineering documents shall be dated and shall contain the signature of the registered engineer in responsible charge, a certificate that the work was done by such registered engineer or under the registered engineer's direct personal supervision, and the Iowa legible seal for such registrant.** The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and the Architect shall assist the Construction Manager in filing the documents in the Owner's name, if necessary, required for the approval of governmental authorities having jurisdiction over the project. **To the extent caused by a negligent act, error or omission of the Architect, the Architect shall be responsible, at its own expense, for making any changes in the Construction Documents necessary to meet such design requirements.**

**§ 3.4.3** During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include, **but is not limited to, scope of work, Construction Documents, bidding requirements and sample forms. Any and all sample forms and contracts provided by the Architect shall to the best of its knowledge conform to applicable requirements of Iowa Code Chapter 26 and Iowa Code Chapter 573 and other applicable statutes at the time of issuance of bidding documents.**

**§ 3.4.4** Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to

review the Construction Documents and advise the Construction Manager and Owner of any recommended adjustments to the estimated budget for the Cost of the Work.

**§ 3.4.5** Upon completion of the Construction Documents Phase, the Architect shall provide Construction Documents for the Owner's approval and the Construction Manager's information. Prior to bid, the Construction Manager shall prepare a final estimate of the opinion of probable Construction Cost of the Work based on such Construction Documents. The Architect shall make revisions to such Construction Documents Phase Drawings, Specification or other Construction Documents when requested by the Owner because such opinion of probable Construction Cost of the Work exceeds the construction budget.

### **§ 3.5 Bidding or Negotiation Phase Services**

#### **§ 3.5.1 General**

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and (4) awarding and preparing contracts for construction.

**§ 3.5.1.1** Revisions to Construction Documents requested by Owner after the Construction Documents have been bid shall be made as Additional Services, except where such change is due to changes initiated by the Architect in scope, capacities of systems, or the kinds and quality of materials, finishes or equipment not approved by the Owner or where revisions are due to error or omission of the Architect.

#### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders, in compliance with Iowa's Procurement Laws; and to or set up information on a website for Contractors to access the Bidding Documents.
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of prepared and issued addenda; and
- .4 reviewing and making recommendations of the lowest responsive, responsible bids.

**§ 3.5.2.3** The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

*(Paragraphs deleted)*

**§ 3.5.2.4** The Architect shall include in the Specifications requirements that the Contractors provide operation manuals and adequate training for the Owner in the operation and maintenance of mechanical, electrical, heating and ventilation, air-conditioning and other building systems installed by the contractors, and provide all warranty information pertaining to such systems.

**§ 3.5.2.5** The Architect shall work with the Construction Manager to file documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall be responsible for making such changes in the Construction Documents as may be mandated by said governmental authorities at its expenses if determined to be originally drawn in error.

Intentionally left blank.

### **§ 3.6 Construction Phase Services**

#### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended. If the Owner and Contractor modify AIA Document

A232-2009, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. **The Architect, as a hired representative of the Owner, shall provide Construction Phase Services in a manner consistent with the Owner and with that degree of skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.**

**§ 3.6.1.2** The Architect shall be a representative of the Owner and shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement and until the final warranty period/inspection review is complete. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents to the extent the Architect has performed its own contractual obligations as they related to priorities and updating the Project Schedule, and observing and approving the Contractor's work. However, Architect shall report to the Owner known deviations from the Contract Documents from the most recent Construction Schedule. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager, or the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed by the Owner and Architect and/or as otherwise required in Section 4.3.3, to observe the site and work, to become generally familiar with the progress and quality of the Work and to determine if the Work evaluated and observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the on-site observations and evaluations, the Architect shall keep the Owner and Construction Manager informed of the progress and quality of the portion of the Work completed, and shall endeavor to guard the Owner against defects and deficiencies in the Work and against the Contractors' failure to carry out the Work in accordance with the Construction Documents and construction schedule. In doing so, the Architect shall report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work. **The Architect will provide the Owner with monthly written reports and construction update minutes as the Project progresses.**

**§ 3.6.2.2** If the Architect has knowledge of any Work which does not conform to the Contract Documents which significantly impacts the Owner, the Architect shall promptly notify the Owner and Construction Manager. The Architect shall not authorize or direct any Work stoppage, removal of Work in place, or changes in any Work without prior written approval of the Owner. Wherever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect shall require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect, nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employee or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon by the Architect, Owner and Construction Manager or otherwise with reasonable promptness. **The Owner shall not be bound by the Architect's interpretation or decision.**

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232-2009, as amended, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- 1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- 2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's observations and evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. However, the issuance of a Certificate of Payment shall constitute a representation to the Owner that to the best of the Architect's knowledge, information and belief, the Contractors are entitled to payment in the amount certified.

§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment, copies of which Application and Certificates for Payment shall be sent to the Owner with certification of each signed by the Architect.

### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information

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such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness **as to cause no delay in the Work on the activities of the Owner or Contractors.** If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review **approve** and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager **before** the Owner's approval and execution in accordance with the Contract Documents. **The Architect shall provide services to evaluate Contractor claims, including requests for supplemental instructions and change orders.**

§ 3.6.5.2 The Architect may authorize minor changes in the Work, **upon notice to the Owner**, that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager, **to the Contractor and Owner.**

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work and **produce said records upon request from the Owner.**

#### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion **review and**; issue, **as appropriate**, Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon final inspection(s) indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager and Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, **acting as the Owner's authorized contract representative in accordance with the requirements of Iowa Code Chapter 26**, shall inform the Owner about the

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balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, in addition to retainage, if necessary, for final completion or correction of the Work, or to cover filed Iowa Code Chapter 573 claims.

§ 3.6.6.3.1 Upon substantial completion of the Project, the Architect shall compile and review record documents produced by the Contractor showing changes in the Work made during construction based on marked up prints, drawings and other data furnished by Contractors.

§ 3.6.6.3.2 Upon substantial completion of the Project, the Architect, and/or its appropriate subconsultant, shall participate in the start-up and operation of all systems and equipment to determine that such Work has been completed in accordance with the requirements of the Contract Documents and that the systems and equipment are functioning properly and fit for the intended purposes.

§ 3.6.6.3.3 Upon final completion of the Project, the Architect shall attest that no asbestos or asbestos-containing material was specified as a building material in any Construction Documents for the Project and that, to the best of the Architect's knowledge, no asbestos or asbestos-containing materials was used as a building material on the project.

§ 3.6.6.4 Eleven (11) months after the date of Substantial Completion, the Architect shall, without additional compensation, contact Owner to schedule and then conduct a meeting with the Owner to review the facility operations and performance and to conduct a one-year warranty correction period inspection review to determine that the completed work remains in accordance with the requirements of the Contract Documents and to identify any then-required warranty work.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below, except those notes to be the responsibility of the Architect, are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	Included in Basic Services
§ 4.1.2 Multiple preliminary designs	Architect	
§ 4.1.3 Measured drawings	Owner	
§ 4.1.4 Existing facilities surveys	Owner	
§ 4.1.5 Site evaluation and planning (B203™-2007)	Architect	
§ 4.1.6 Building information modeling	Architect	
§ 4.1.7 Civil engineering	Architect	Included in Basic Services
§ 4.1.8 Landscape design	Architect	
§ 4.1.9 Architectural interior design (B252™-2007)	Architect	
§ 4.1.10 Value analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site project representation (B207™-2008)	Architect	Included in Basic Services as defined in Article 3.6
§ 4.1.13 Conformed construction documents	Architect	
§ 4.1.14 As-designed record drawings	Architect	
§ 4.1.15 As-constructed record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Architect	Included in Basic Services as defined in Article 3.6.6.4.
§ 4.1.17 Facility support services (B210™-2007)	Not Provided	

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§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Architect	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security evaluation and planning (B206™-2007)	Architect	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED <sup>®</sup> certification (B214™-2007)	Not Provided	
§ 4.1.25 Historic preservation (B205™-2007)	Not Provided	
§ 4.1.26 Furniture, furnishings, and equipment design (B253™-2007)	Architect	

§ 4.2 Insert a description of each Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization following School board approval:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 [Intentionally left blank.]
- .3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED<sup>®</sup> certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations which occur after and could not have been known at the time the original Instruments of Service were prepared;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 [Intentionally left blank.]
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 [Intentionally left blank.]
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 [Intentionally left blank.]
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need and advise the Owner of the costs already incurred and the anticipated costs if such Additional Services continue. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give

prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 [Intentionally left blank]
- .2 [Intentionally left blank]
- .3 [Intentionally left blank]
- .4 Evaluating **more than ten (10) formal Claims** as the Initial Decision Maker;
- .5 Evaluating **more than ten (10) substitutions** proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; **unless such substitutions are required because of Architect's errors or omissions.**
- .6 [Intentionally left blank]

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

(OPTIONS)

- .1 **Two ( 2 )** reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 **Two ( 2 )** visits to the site **per month** by the Architect over the duration of the Project during construction, **excluding visits required under subsections .3 and .4 of this subparagraph 4.3.3**
- .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 **Two ( 2 )** inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within **thirty (30)** 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.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2009, Standard Form of Agreement Between Owner and Construction Manager, as **amended**. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall **consult with the Architect and Construction Manager to assist them in** establishing and periodically updating an **overall** budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, **may** thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work.

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§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 Upon written request and to the extent necessary to allow Architect to perform its services under this Agreement, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers when such services are requested by the Architect to the extent necessary to allow Architect to perform its service under this Agreement. Such services may, include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7.1 The Architect may assist the Owner in soliciting services for surveys, geotechnical and other tests. It shall be understood the responsibility of the services is that of the Owner, even if it is paid as a reimbursable to the Architect.

§ 5.8 The Owner, with assistance from the Architect and Construction Manager, shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Architect, as authorized by the Owner, shall provide to the Owner for the Owner's approval, a list of tests, inspections or reports that are required or anticipated in the Contract Documents.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. However, Owner shall have no obligation or responsibility to inspect the Project, Contract Documents or Instruments of Service for defects.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner, with the assistance of the Architect and Construction Manager, shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 When asbestos-related materials are suspected or found in the course of the Project, the Owner shall immediately provide the services of an asbestos-related expert or consultant to determine the proper course of action.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.1.1 The Cost of Work shall include an Owner's contingency fund of a certain percent of the total estimated Construction Cost of this Project, as determined and set by the Owner, in addition to the Contractor's estimate of Construction Cost. The purpose of this fund will be to pay for any unanticipated changes that occur during the course of the design and construction of the Project and any costs associated with a change in the Project schedule.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments at no additional cost to the Owner.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1.

§ 6.7 If incorporating the modifications under Section 6.6, lowest responsive, responsible bid(s) received under the completed Construction Documents prepared by the Architect for the Project are in substantial excess of the approved budget for the Cost of the Work, for reasons due to the fault of the Architect or within the Architect's reasonable control, then if the Owner rejects such bid(s), the Architect will, at no additional costs to the Owner, and in cooperation with the Construction Manager and Owner, revise the Construction Documents using all necessary staff, and prepare to re-advertise and do such other reasonable and practical things as may be necessary to bring costs within the budget of the Cost of the Work. The no cost modification of such documents for purposes of bringing bids within budget shall be approved by the Owner and shall be the limit of the Architect's responsibility. The Architect shall, however, be entitled to additional compensation for any revisions made to the Construction Documents at the request of the Owner related to added or modified scope changes. The Owner agrees to cooperate with the Architect within the basic framework and educational needs of the Project, as given to the Architect at the time he/she began his/her preliminary plans and studies, in order to accomplish such revisions of the Construction Documents to secure bids or reductions in the amount of the bids consistent with said functional needs and the budget of the Cost of the Work. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced, unless the failure to commence the Construction Phase is directly attributable to the fault of the Architect.

§ 6.8 The Architect shall make the Instruments of Service and the Construction Documents conform to this approved construction budget prior to bid opening. If the Architect develops knowledge during the progress of the Architect's work on the Project of any conditions which, in the opinion of the Architect, would be sufficient reason for revision of the budget for the Cost of the Work, the Architect shall so inform the Owner in writing. Upon receipt of such notification, the Owner and the Architect shall review the conditions and the budget for the Cost of the Work, and the Owner shall determine whether or not the conditions shall be removed or changed and whether or not the budget for the Cost of the Work amount shall be increased.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Owner acknowledges the Architect's Construction Documents, regardless of the media or format, are Instruments of Service. Nevertheless, the final Construction Documents prepared under this Agreement shall become the property of the Owner upon completion of the services and termination of this Agreement, whether the Work for which they are made is executed or not, if payment in full of all monies then due to the Architect prior to completion or termination have been made by the Owner. The Owner reserves the right to use the Construction Documents developed for the Project in such a manner as the Owner may desire, subject to the provisions herein. The Architect shall be permitted to retain copies, including reproducible copies or electronic data, of the Instruments of Service for the Project. The Owner's or its retained agent's or representative's modification and/or reuse of the Instruments of Service for the Project without written authorization of the Architect will be at the Owner's and/or other retained entities sole risk and without liability or legal exposure to the Architect. Unless otherwise provided in this Agreement, nothing contained herein shall be construed as in derogation of the Architect's copyright rights.

*(Paragraphs deleted)*

#### ARTICLE 8 CLAIMS AND DISPUTES

##### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction, as modified. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers, directors and employees harmless from and against **any and all** damages, losses, judgments and costs arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage or **One Million Dollars (\$1,000,000)**.

(Paragraph deleted)

## § 8.2 Mediation

(Paragraph deleted)

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be **in accordance with Iowa Code Chapter 679**. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of **sixty (60) days** from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

Intentionally left blank

(Paragraphs deleted)

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement, **except that payment may be withheld from the Architect, without penalty to Owner, for the Architect's substantial non-compliance or non-performance formally claimed and/or determined in accordance with the terms of this Agreement**. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for **more than ninety (90) consecutive days, for reasons other than the fault of the Architect**, the Architect shall be compensated for services performed prior to notice of such suspension.

init.

When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services

§ 9.3 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect in the event the Project is permanently abandoned. If the Owner abandons the Project for more than one hundred eighty (180) consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.5.1 Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfillment of the Agreement are at any time not forthcoming or insufficient, either through the failure of the State or County or the Owner to appropriate funds or through discontinuance or material alteration of the program for which funds were provided, the Owner shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

§ 9.5.2 With the mutual agreement of both parties upon receipt and acceptance of not less than thirty (30) days' written notice, this Agreement may be terminated on any agreed date before the end of the term without penalty to either party.

§ 9.6 Upon termination, the Owner shall be obligated to pay for only those services rendered and acceptable before the date of notice of termination, less any damages that may be assessed for nonperformance.

§ 9.7 Intentionally left blank.

§ 9.8 Intentionally left blank.

§ 9.9 The Owner and Architect's rights set forth in this Article 9 are in addition to and without prejudice to their other rights and remedies provided by law.

§ 9.10 The termination of this Agreement shall not relieve either the Owner or the Architect of any obligation previously accrued. The following provisions of this Agreement, and any other provisions that by their terms so provide, shall specifically survive any such termination; Section 3.1.13, Article 7, Article 8, Article 10, and Article 12.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Iowa and any suit, action or claim brought under this Agreement shall be heard in the Iowa District Court for Montgomery County.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction, as amended.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) legally comply with any public records requests under the Iowa Public Records Law, as applicable.

§ 10.9 The Architect understands and agrees that any written correspondence or communication (including emails) between itself and the Owner or any other entity as it relates to its work on this Project are subject to Iowa's Open Records Law (Iowa Code Chapter 22) and may be subject to public disclosure at any time upon valid request.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Compensation shall be a stipulated sum of Seven Hundred Thirty Five Thousand Dollars (\$735,000.00).

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Option to be determined upon mutual agreement of the parties.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Option to be determined upon mutual agreement of the parties.

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

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty-Five percent ( 25 %)	\$183,750.00
Design Development Phase	Twenty-Five percent ( 25 %)	\$183,750.00
Construction Documents Phase	Twenty-Five percent ( 25 %)	\$183,750.00
Bidding or Negotiation Phase	Three percent ( 3 %)	\$ 22,050.00
Construction Phase (Through Substantial Completion)	Twenty percent ( 20 %)	\$161,700.00
Closeout Phase (Through	Two percent ( 2 %)	\$

Init.



**Final Acceptance)**

Total Basic Compensation one hundred percent ( 100 %) \$735,000.00

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest **responsive responsible bidder**, or (2) if no such bid is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project.

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

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

See attached Architect Schedule of Standard Hourly Rates, as amended.

*(Table deleted)*

§ 11.7.1 Upon written authorization for Project Representation Beyond Basic Services, as described in Section 3.6, compensation shall be computed as follows:

On an hourly rate basis in accordance with the attached Architect's Schedule of Standard Hourly Rates.

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project. **Any Reimbursable Expenses must receive prior approval of the Owner which shall not be unreasonably withheld.** Reimbursable Expenses are as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents **related to bidding only**;
- .5 Postage, handling and delivery **related to bidding only**;
- .6
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8
- .9
- .10 Site office expenses.
- .11

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **Zero percent (0%)** of the expenses incurred.

Intentionally left blank

*(Paragraphs deleted)*

**§ 11.10 Payments to the Architect**

§ 11.10.1 An initial payment of ( \$ ) 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.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services **proven to have been performed**. Payments are due and payable **within thirty (30) days** upon presentation of the Architect's

init.

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invoice to the Owner. Amounts unpaid Forty-five ( 45 ) days after the invoice date shall bear interest at the rate established by rule pursuant to Iowa Code Section 74A.2 or Section 573.14, whichever is less.

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

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

§ 12.1 "The Owner and Architect agree that certain increased costs and changes may be required because of possible errors, omissions, ambiguities, or inconsistencies in the drawings and specifications prepared by the Architect and, therefore, that the final construction cost of the Project may exceed the initial construction contract amount. The Owner agrees to set aside a reserve in the amount of 1.5% of the Project construction cost as a contingency to be used, as required, to pay for any such increased costs and changes. The Owner further agrees to make no claim by way of direct or third-party action against the Architect or its consultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes." [COMMENT: This contingency amount and the use of the contingency is up to District. We already included language in 6.1.1 on contingency]

§ 12.2 The Architect shall prepare project documents for review by the Owner and Construction Manager at the following stages of the project development: 100% completion of Schematic Design Phase; 50% and 100% completion of Design Development Phase; and 50%, 95%, and 100% completion of the Construction Documents Phase. The Architect shall provide one complete set (printed and electronic) of the project documents to the Owner, and a complete electronic set of project documents to the Construction Manager for each designated review period. The Owner shall reimburse the Architect for the cost for reproduction of more than one set of project documents. Construction Manager shall issue written review comments and construction cost analysis and estimates for each designated review to the Owner and the Architect. Construction Manager to provide said written comments and cost estimates within 3-4 weeks at Schematic Design, 2 weeks at Design Development and Construction Documents phases.

§ 12.3 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.

§ 12.4 If a suit, action, arbitration or other proceeding 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.

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

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

AIA Document B132™ – 2009 (formerly B141™ CMA – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:55:40 on 02/06/2015 under Order No.9908109055\_1 which expires on 02/19/2015, and is not for resale. User Notes: (1399736441)

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- .1 AIA Document B132™-2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 Other documents:  
Attachment A: Program Information  
Attachment B: Site Plan

*(Paragraphs deleted)*

2015 Hourly Rate Schedule

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

\_\_\_\_\_  
OWNER *(Signature)*

  
\_\_\_\_\_  
ARCHITECT *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*  
*(date)*

Randall L. West, Principal  
2/6/2015  
\_\_\_\_\_  
*(Printed name and title)*  
*(date)*

Init.

**Red Oak Community School District  
Scenerio J -Phase 1**

Additions and Renovation to the Red Oak High School  
Red Oak, Iowa

January 1, 2015

Preliminary Design

<b>CONSTRUCTION BUDGET</b>					<b>\$11,570,016</b>
<b>Total Construction cost / SF</b>					<b>\$226.40</b>
<b>SITE</b>					<b>\$ 250,000</b>
Site Work Allowance				\$ 250,000	
Abatement Allowance				\$ -	
<b>BUILDING</b>					<b>\$ 10,250,000</b>
Additions	50,000	SF x	\$ 190.00	\$ 9,500,000	
Major Remodeling	7,500	SF x	\$ 100.00	\$ 750,000	
<b>CONTINGENCY</b>					<b>\$ 1,070,016</b>
Design Contingency	2.5	%		\$ 262,500	
Bid Contingency	2.5	%		\$ 269,063	
Construction Contingency	5.0	%		\$ 538,453	

<b>SOFT COSTS</b>					<b>\$ 1,430,200</b>
<b>CIVIL SERVICES</b>					<b>\$ 16,200</b>
Storm Water Management Evaluation				\$ 6,700	
Topographic Survey				\$ 5,000	
IDNR NPDES / SWPPP permits				\$ 2,000	
Geotechnical Services Coordination				\$ 2,500	
<b>FEES AND SERVICES</b>					<b>\$ 814,000</b>
Architect/Engineer Design Fees				\$ 735,000	
Additional Site Observation (16 months, 64 weeks, 850 hours)					
Interior Design Fees				\$ 24,000	
<b>Reimbursable Expenses</b>					
Document Printing				\$ 30,000	
Construction Testing				\$ 25,000	
<b>OTHER COSTS</b>					<b>\$ 600,000</b>
Technology, Telecom, Security				\$ 300,000	
Furnishings, Fixtures, Equipment				\$ 300,000	

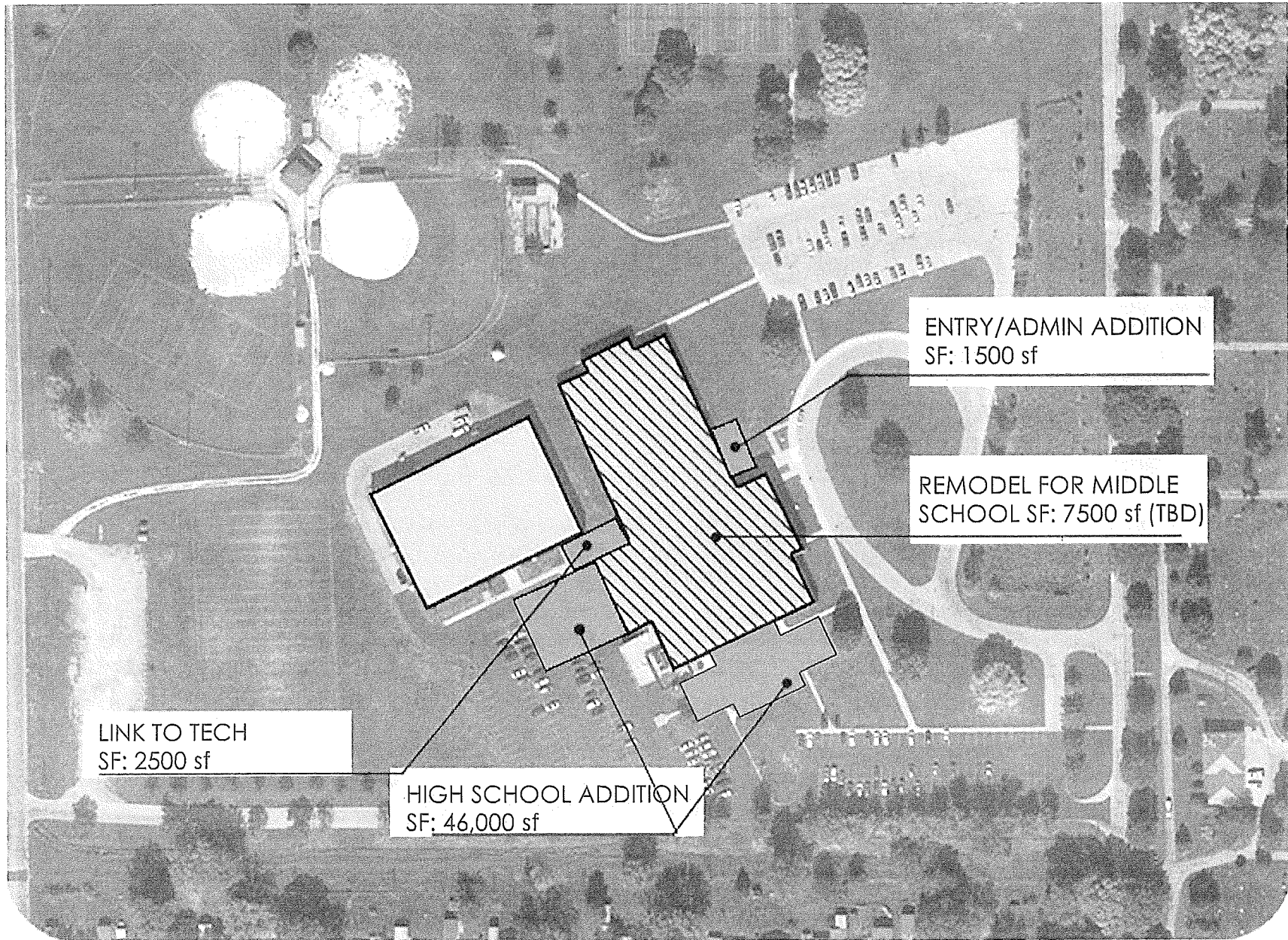
<b>PROJECT BUDGET</b>					<b>\$13,000,216</b>
<b>Total Project cost / SF</b>					<b>\$260.00</b>

\*Optional Additional Services not included above:

- LEED certification
- Technology consultant
- Energy modeling

# ATTACHMENT B

Red Oak Middle & High School



## Red Oak Middle & High School

Grades: 6-12

**Standard Hourly Billing Rates**  
(effective January 1, 2015 through December 31, 2015)

Principal	\$175.00 per hour
Senior Associate	\$135.00 per hour
Associate	\$120.00 per hour
Structural Engineer	\$120.00 per hour
Architect III	\$95.00 per hour
Architect II	\$90.00 per hour
Energy Modeler	\$90.00 per hour
Architect I	\$85.00 per hour
Environmental Graphics Designer	\$85.00 per hour
Architectural Intern III	\$80.00 per hour
Architectural Intern II	\$75.00 per hour
Architectural Intern I	\$70.00 per hour
Interior Designer III	\$80.00 per hour
Interior Designer II	\$70.00 per hour
Interior Designer I	\$60.00 per hour
Architectural Tech III	\$80.00 per hour
Architectural Tech II	\$70.00 per hour
Architectural Tech I	\$60.00 per hour
Administrative Assistant	\$60.00 per hour
Site Representative	\$90.00 per hour
Data Software Administrator	\$80.00 per hour

BLDD Architects, Inc. reassesses hourly billing rates annually based on current payroll rates and overhead factors. BLDD Architects, Inc. reserves the right to increase each classification by increments of \$5 per hour after January 1, 2016. Consultant services will be billed at 1.1 times amount of invoice to BLDD. Reimbursable expenses will be billed at 1.1 times the cost to BLDD.

Item 6.2.4 School Bus Accident Report, Equipment Status, and Probable Board Action for Equipment Replacement – Director of Transportation Carlos Guerra and Business Manager Shirley Maxwell

**Background Information:** The bus accident of Thursday, February 5 resulted in significant damage to the district's 2000 wheelchair lift bus. The district is very grateful the bus driver was not injured nor was the individual driving the semi-truck/trailer injured.

Items that will be addressed this evening include:

- ✓ Claim adjuster report – visited the bus lot on Friday, February 6. An early estimate from the insurance company may value the bus in the estimated amount of \$5,000. This is not known for certain until a report and claim check is received.
- ✓ Short term resolution for a bus
- ✓ Report concerning the availability of a permanent replacement bus – Carlos Guerra will review the availability of a 2008 model bus equipped as needed. After consulting with a bus vendor, it is now known that a new, suitably equipped lift bus could cost as much as \$92,000.
- ✓ Funding sources for a replacement bus – Business Manager Shirley Maxwell will review this.
- ✓ Request for board action as needed

**Suggested Board Action:** (to be provided)

Item 6.2.5 Loss of School Days: Impact of Required Attendance Hours and Consideration of Hours Make-Up – Supt. Terry Schmidt

**Background Information:** Officially, the Red Oak CSD operates on a resolution for school attendance based on hours. For practical purposes and for professional contractual reasons, the school year functions with a system of days. Students are scheduled for 180 days and professional contracts are 190 days for experienced staff and 192 days for first year staff.

Legally, the official method for counting hours is based on the district's attendance center that is in session the least number of hours – that happens to be Inman Primary School whose daily hours of school total – 6 hours, 20 minutes. Other attendance center hours are: Washington Intermediate – 6 hours 35 minutes; Red Oak Middle School – 6 hours, 48 minutes; and Red Oak High School – 6 hours, 51 minutes.

The school calendar has two days of scheduled make-up due to weather. All schools have missed three weather days: January 7, February 2, and February 4. As a result, the built in makeup days of February 16 and April 6 will be used.

Other days have been missed in the district due to additional reasons. The students at Red Oak Middle School lost days due to the water event over the Labor Day weekend: 9.2, 9.3, 9.4, 9.5 and 12.19 (moving day) – a total of five (5) days. Students at Red Oak High School lost one day (9.8) for middle school transition and then two days (11.12 and 11.13) for the state volleyball tournament. If the district did not have the flexibility of the hours measurement for school days, then the Red Oak Middle School would not finish until May 29 while the Red Oak High School would not finish until May 28.

Currently, the Red Oak High attends in a full year 12 days beyond the minimum while the Middle School attends in a full year 13.5 days beyond the minimum.

A final decision about recommending make-up days beyond the published two “snow days” will be returned to the Directors as we near the end of the winter season.

Discussion is welcome.

**Suggested Board Action:** No official action is requested this evening.



Item 6.2.6 Personnel Considerations: Resignation Letters from Professional Staff: Clara Shankle, Special Education and Support Staff (as needed) with Probable Board Action for Track Coaches 2015 Season – Presented by Administrative Staff

**Background Information:**

**Professional Staff Resignation:** Enclosed is a letter of resignation effective at the close of the 2014 – 2015 school year from Mrs. Clara Shankle, special education instructor assigned at Red Oak Middle School. Discussions are underway now administratively to determine the needs for the program addressing behavior disabilities.

**Support Staff Personnel:** Enclosed is a letter of resignation effective February 20, 2015 from Mr. Kyle Doty, systems network assistant. He has accepted a different position in Red Oak.

**Supplemental Contract Recommendations:** Director of Activities Barry Bower has enclosed a set of recommendations for coaching positions for the upcoming track season. These include:

- Curt Adams – head girls’ track coach
- Nick Crouse – assistant girls’ track coach
- Erica Bauserman – middle school girls’ track coach
- Brandi Stites – middle school boys’ track coach
- Nathan Rouse – volunteer girls’/boys’ track coach

Either AD Bower is available to discuss these recommendations tonight or Principal Jeff Spotts will provide the report and answer questions.

**Suggested Board Action:**

It is recommended the Board of Directors accept the resignation of Mrs. Clara Shankle as a special education instructor effective at the close of the 2014- 2015 school year.

It is recommended the Board of Directors accept the resignation of Mr. Kyle Doty as a systems network assistant effective February 20, 2015.

- It is recommended the Directors approve track coaches as presented: Curt Adams – head girls’ track coach
- Nick Crouse – assistant girls’ track coach
- Erica Bauserman – middle school girls’ track coach
- Brandi Stites – middle school boys’ track coach
- Nathan Rouse – volunteer girls’/boys’ track coach

January 5<sup>th</sup>, 2015

FEB 05 2015

To whom it may concern:

This is a formal letter asking for acceptance of my resignation as a Special Education Teacher at Red Oak Middle School. My resignation is to be effective at the end of the 2014-2015 school term.

Thank you for the opportunity to work with the great students of your community.

Clara Shankle



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FEB 06 2015

Kyle Doty  
603 E Elm St  
Red Oak, IA 51566

February 6, 2015

Terry Schmidt  
Superintendent  
Red Oak Community School District  
2011 N 8<sup>th</sup> St  
Red Oak, IA 51566

Dear Mr. Schmidt:

I would like to inform you that I am resigning from my position as Network Assistant for the Red Oak Community School District, effective February 20 2015. This letter is to serve as my two weeks notice of resignation.

Thank you for the opportunities for professional and personal development that you and the district have provided me. I have enjoyed working for the school district and appreciate the support provided me during my tenure here.

Sincerely,

Kyle Doty





RED OAK COMMUNITY HIGH SCHOOL

FEB 05 2015  
BY: \_\_\_\_\_

2011 N. 8th Street

Red Oak, IA 51566  
Phone: 712-623-6610  
Fax: 712-623-6613

Barry Bower, Assistant Principal/AD

---

2-3-2015

TO: Board of Directors  
FROM: Barry Bower: Assistant Principal/AD  
SUBJECT: Head Girls Track & Field Coaching Recommendation

.....

It is recommended that Curt Adams be hired as the Head Girls Track Coach for the 2015 season. Mr. Adams has been an integral part of the High School Cross Country Program success. His expertise in Cross Country coaching and his character qualities compliments what we are looking for in coaching leaders in the Red Oak Community School District. This is another opportunity to give our student-athletes positive learning experiences by qualified instructors.

Sincerely

A handwritten signature in black ink, appearing to read 'Barry Bower', written over a horizontal line.

Barry Bower

The Red Oak Community School District, in partnership with the community, commits to excellence: and we dedicate ourselves to creatively enhance diverse opportunities for each learner to grow to their maximum intellectual and social potential within an ever-changing world.

FEB 05 2015

Red Oak Community School District  
Staff selection Recommendations

Date 2-5-15

Building Red Oak H.S.

Vacancy Head Girls Coach

The following information is needed for the Central Office. Please print

Name Curt Adams

Address \_\_\_\_\_  
 \_\_\_\_\_

Certified:

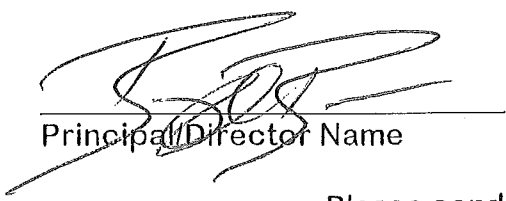
Position on Salary Schedule and Recommended Base Amount for Contract:

Actual Years Experience	Years of Experience Granted	Initial Placement on Schedule	Education Attained & Granted	Base Amount for Contract	License	Approval Areas
	1	Class _____ Step _____		15 <sup>00</sup> / <sub>16</sub>	On File  Pending	Meets  Filed for  Temporary Permanent

If this is a coaching contract, this season runs from Feb to May 2015

Classified:

Actual Years Experience	Years of Experience Granted	Classification Placement Level & Year	Hours Per Day	Hourly Rate	# of Days in Contract	Starting Date

  
 Principal/Director Name

Please send form to Superintendent for Board Approval



RED OAK COMMUNITY HIGH SCHOOL

FEB 05 2015

2011 N. 8th Street

Red Oak, IA 51566  
Phone: 712-623-6610  
Fax: 712-623-6613

Barry Bower, Assistant Principal/AD

---

2-3-2015

TO: Board of Directors  
FROM: Barry Bower: Assistant Principal/AD  
SUBJECT: Assistant Girls Track & Field Coaching Recommendation

.....

It is recommended that Nick Crouse be hired as the Assistant Girls Track Coach for the 2015 season. Mr. Crouse has been an integral part of the Strength and Conditioning program here at Red Oak High School. Mr. Crouse's presence here at the high school will be important for the recruitment of student-athletes. His expertise in various coaching areas and his character qualities compliments what we are looking for in coaching leaders in the Red Oak Community School District. This is another opportunity to give our student-athletes positive learning experiences by qualified instructors.

Sincerely

Barry Bower

The Red Oak Community School District, in partnership with the community, commits to excellence: and we dedicate ourselves to creatively enhance diverse opportunities for each learner to grow to their maximum intellectual and social potential within an ever-changing world.

FEB 05 2015

Red Oak Community School District  
Staff selection Recommendations

Date 2-5-15  
Building High School Vacancy H.S. Asst. Girls Tenor.

The following information is needed for the Central Office. Please print

Name Nick Crocetti  
Address \_\_\_\_\_  
\_\_\_\_\_

Certified:

Position on Salary Schedule and Recommended Base Amount for Contract:

Actual Years Experience	Years of Experience Granted	Initial Placement on Schedule	Education Attained & Granted	Base Amount for Contract	License	Approval Areas
	1	Class _____ Step _____		9.75%	On File Pending	Meets Filed for Temporary Permanent

If this is a coaching contract, this season runs from Feb to May.

Classified:

Actual Years Experience	Years of Experience Granted	Classification Placement Level & Year	Hours Per Day	Hourly Rate	# of Days in Contract	Starting Date

[Signature]  
Principal/Director Name

Please send form to Superintendent for Board Approval



**RED OAK COMMUNITY HIGH SCHOOL**

FEB 05 2015

2011 N. 8th Street

Red Oak, IA 51566  
Phone: 712-623-6610  
Fax: 712-623-6613

Barry Bower, Assistant Principal/AD

---

2-5-15

TO: Board of Directors  
FROM: Barry Bower: Assistant Principal/AD  
SUBJECT: Jr. High Girls Track Coaching Recommendation

.....

It is recommended that Erica Bauserman be hired as a Jr. High School Girls Track Coach for the 2015 season. Ms. Bauserman has been an integral part of the Jr. High School and does an outstanding job of recruiting student-athletes involvement in extra-curricular activities. The coaching opportunity will give her the necessary growth to further her coaching career. This is another opportunity to give our student-athletes positive learning experiences by people who are eager to explore the coaching profession.

Sincerely

Barry Bower

The Red Oak Community School District, in partnership with the community, commits to excellence: and we dedicate ourselves to creatively enhance diverse opportunities for each learner to grow to their maximum intellectual and social potential within an ever-changing world.



RECEIVED  
FEB 05 2015

Red Oak Community School District  
Staff selection Recommendations

Date 2-5-15

Building Middle School Vacancy MS. Girls Track

The following information is needed for the Central Office. Please print

Name Erica Brauserman

Address \_\_\_\_\_  
\_\_\_\_\_

Certified:

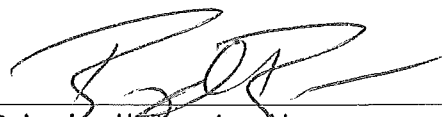
Position on Salary Schedule and Recommended Base Amount for Contract:

Actual Years Experience	Years of Experience Granted	Initial Placement on Schedule	Education Attained & Granted	Base Amount for Contract	License	Approval Areas
	1	Class _____ Step _____		7.5%	On File  Pending	Meets  Filed for  Temporary Permanent

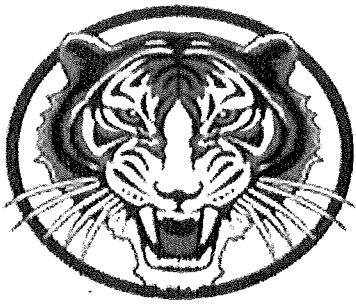
If this is a coaching contract, this season runs from March to May

Classified:

Actual Years Experience	Years of Experience Granted	Classification Placement Level & Year	Hours Per Day	Hourly Rate	# of Days in Contract	Starting Date

  
Principal/Director Name

Please send form to Superintendent for Board Approval



RED OAK COMMUNITY HIGH SCHOOL

FEB 05 2015

2011 N. 8th Street

Red Oak, IA 51566  
Phone: 712-623-6610  
Fax: 712-623-6613

Barry Bower, Assistant Principal/AD

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2-5-15

TO: Board of Directors  
FROM: Barry Bower: Assistant Principal/AD  
SUBJECT: Jr. High Boys Track Coaching Recommendation

.....

It is recommended that Brandi Stites be hired as a Jr. High School Boys Track Coach for the 2015 season. Mrs. Stites has been an integral part of the Jr. High School as a long term substitute and does an outstanding job of recruiting student-athletes involvement in extra-curricular activities. The coaching opportunity will give her the necessary growth to further her coaching career. This is another opportunity to give our student-athletes positive learning experiences by people who are eager to explore the coaching profession.

Sincerely

Barry Bower

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FEB 05 2015

Red Oak Community School District  
Staff selection Recommendations

Date 2-5-15

Building \_\_\_\_\_

Vacancy MS Boys Track

The following information is needed for the Central Office. Please print

Name Brandi Snies

Address \_\_\_\_\_

Certified:

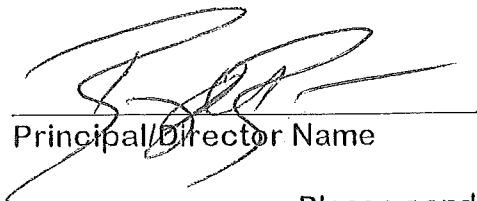
Position on Salary Schedule and Recommended Base Amount for Contract:

Actual Years Experience	Years of Experience Granted	Initial Placement on Schedule	Education Attained & Granted	Base Amount for Contract	License	Approval Areas
	1	Class _____ Step _____		7.5%	On File Pending	Meets Filed for Temporary Permanent

If this is a coaching contract, this season runs from March to May.

Classified:

Actual Years Experience	Years of Experience Granted	Classification Placement Level & Year	Hours Per Day	Hourly Rate	# of Days in Contract	Starting Date

  
Principal/Director Name

Please send form to Superintendent for Board Approval



**RED OAK COMMUNITY HIGH SCHOOL**

RECORDED  
FEB 05 2015

2011 N. 8th Street

Red Oak, IA 51566  
Principal/AD  
Phone: 712-623-6610  
Fax: 712-623-6613

Barry Bower, Assistant

---

2-5-15

TO: Board of Directors  
FROM: Barry Bower: Assistant Principal/AD  
SUBJECT: Volunteer Girls/Boys Track Coaching Recommendation

.....  
It is recommended that Nate Rouse be hired as a Volunteer Girls/Boys Track Coach for the 2015 season. Mr. Rouse will do an outstanding job at recruiting student-athletes and has been an integral part of the Track programs. This is another opportunity to give our student-athletes positive learning experiences by qualified instructors.

Sincerely,

A handwritten signature in black ink, appearing to read 'Barry Bower', written over a horizontal line.

Barry Bower

The Red Oak Community School District, in partnership with the community, commits to excellence: and we dedicate ourselves to creatively enhance diverse opportunities for each learner to grow to their maximum intellectual and social potential within an ever-changing world.



Red Oak Community School District  
Staff selection Recommendations

Date 2-5-15

Building High School

Vacancy VOLUNTEER TRACK Coach

The following information is needed for the Central Office. Please print

Name NASE ROUSE

Address \_\_\_\_\_  
\_\_\_\_\_

Certified:


Position on Salary Schedule and Recommended Base Amount for Contract:

Actual Years Experience	Years of Experience Granted	Initial Placement on Schedule	Education Attained & Granted	Base Amount for Contract	License	Approval Areas
		Class _____ Step _____		<u>VOLUNTEER</u>	On File Pending	Meets Filed for Temporary Permanent

If this is a coaching contract, this season runs from Feb. to May.

Classified:

Actual Years Experience	Years of Experience Granted	Classification Placement Level & Year	Hours Per Day	Hourly Rate	# of Days in Contract	Starting Date

  
Principal Director Name

Please send form to Superintendent for Board Approval

## Item 7.0 Reports

Each board meeting may have one or more reports from district staff; announcements of future meetings; or general announcements from organizations. Seldom will the information require formal board of director action. If formal action is needed on any item, a recommendation will be provided.

### **7.1 Administrative Reports**

Earlier in the agenda the Directors received reports from Administrators Sims and Allensworth. At publication time no other reports were available.

### **7.2 Future Conferences, Workshops, Seminars**

***Special Board Member Invitation Date to Remember:*** The **Clarity Project Group** (Ann Petersen, Bob Deter, Brett Eubank, Mary Carlson, Matthew Swartz, Stacey Rolenc, Stephanie Berglund, SueAnn Crouse, and Terry Schmidt) will sponsor noted Technology Educator Scott McLeod in Red Oak Schools on Wednesday, March 25 for a full day. He will do demonstration teaching with several classes; he will have a visioning working lunch with tech leaders in Red Oak schools; and he will speak to all educators in an end of the day convocation. Directors are invited to participate in any or all of the day's activities.

### **7.3 Other Announcements:** (to be provided as needed)

# February 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 WR MS @ Clarinda/Bedford/ Lenox/East Mills 4:00 p.m. Music Boosters Meeting 7:00 p.m. HS Band Room	3 Bowling St. Albert Here 3:30 p.m. BB G/B HS Shenandoah Here JV 4:30/6:00 p.m. V 6:00/7:30 p.m.	4 2 Hour Early Release Prof Dev	5 GBB MS @ Atlantic 4:00/5:30 p.m. WR MS @ Glenwood/Sidney/St. Albert 4:00 p.m. Speech Lg Group Evening with the Stars 6:00 p.m. HS Media Center	6 MS Jazz Band YMCA Soup Luncheon BB G/B HS Creston JV 4:30/6:00 p.m. V 6:00/7:30 p.m.	7 State Speech Contest Lg Group @ West Des Moines Valley WR Sectional Meet TBA
8	9 GBB MS Creston Here 4:00/5:30 p.m. BB G/B Southwest Valley Here JV 4:30/6:00 p.m. V 6:00/7:30 p.m. School Board Meeting 6:00 p.m.	10 2 Hour Early Release P/T Conferences 4:00-8:00 p.m. Wr Regional Dual Meet GBB MS @ Lewis Central 4:00/5:30 p.m. PTO Meeting 5:15 p.m. IPS	11	12 Bowling Harlan Here 3:30 p.m. 2 Hour Early Release P/T Conferences 4:00-8:00 p.m. WR MS @ Shenandoah/ Sidney/Clarinda 4:00 p.m.	13 No School BBB HS @ Lenox 6:00/7:30 p.m.	14 GBB 3A Regional Tourna- ment WR District Meet TBA SE Polk Jazz Festivalz
15	16 No School-Snow Make Up Day TR Practice Begins WR MS @ East Mills/Clarinda/ Lenox 4:00 p.m. BBB 2A District Tournament	17 Bowling State Qualifying Tournament SWIBA Dick Baumann Jazz Festival @ Audubon SWI/ICDA MS Contests @ CB Wilson MS	18 2 Hour Early Release Prof Dev GBB 3A Regional Tourna- ment WR State Duel Meet Tag A Long Booster Meeting 6:00 p.m. HSMC	19 BBB 2A District Tourna- ment WR State Meet	20 WR State Meet	21 GBB 3A Regional Tourna- ment WR State Meet IHSSA All State Festival Lg Group @ ISU
22	23 WR MS @ Shenandoah/Lewis Central 4:00 p.m. BBB 3A District Tournament Bowling State Tournament School Board Meeting 6:00 p.m.	24 Bowling State Tournament BBB 2A District Tourna- ment	25 2 Hour Early Release Prof Dev	26 BBB 3A District Tourna- ment	27 IPS/WIS/MS Spring Pictures UNO Jazz Festival HS Musical 7:00 p.m. HS Auditorium	28 BBB 2A Sub-state Tourna- ment District Speech Contest Individuals UNO Jazz Festival HS Musical 7:00 p.m. HS Auditorium

# March 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 <i>HS Musical 2:00 p.m. HS Auditorium</i>	2 <i>BBB 3A Sub-state Tournament GBB State Tournament Music Boosters Meeting 7:00 p.m. HS Band Room</i>	3 <i>GBB State Tournament MS Band Solo Night IPS One Book One School Night</i>	4 <i>2 Hour Early Release Prof Dev GBB State Tournament</i>	5 <i>GBB State Tournament</i>	6 <i>GBB State Tournament</i>	7 <i>GBB State Tournament</i>
8	9 <i>BBB State Tournament School Board Meeting 6:00 p.m.</i>	10 <i>End 3rd Qtr BBB State Tournament 6-12 Bandasia 7:00 p.m. HS Auditorium SWI/ICDA Elem/MS Honor Choir @ Treynor PTO Meeting 5:15 p.m. IWIS</i>	11 <i>2 Hour Early Release Prof Dev Begin 4 Qtr BBB State Tournament</i>	12 <i>BBB State Tournament Speech Individual Evening with the Stars 6:00 p.m. HS Media Center</i>	13 <i>BBB State Tournament</i>	14 <i>BBB State Tournament Speech Individual State @ Glemwood</i>
15	16 <i>No School-Spring Break Golf/Tennis Practice Begins</i>	17 <i>No School-Spring Break</i>	18 <i>No School-Spring Break Tag A Long Booster Meeting 6:00 p.m. HS MC</i>	19 <i>No School-Spring Break</i>	20 <i>No School-Spring Break</i>	21
22	23 <i>WIS Art Expo School Board Meeting 6:00 p.m. If Needed</i>	24 <i>WIS Art Expo</i>	25 <i>2 Hour Early Release Prof Dev WIS Art Expo</i>	26 <i>WIS Art Expo Jazz Night 7:00 p.m. HS Auditorium</i>	27 <i>WIS Art Expo HS Musical 7:00 p.m. HS Auditorium</i>	28 <i>HS Musical 7:00 p.m. HS Auditorium</i>
29 <i>HS Musical 2:00 p.m. HS Auditorium</i>	30 <i>IHSSA All State Speech Festival Individuals @UNI</i>	31 <i>Tr HS H10 South 4:30 p.m. G@Creston/B@Clarinda</i>				