



## ***Red Oak Community School District***

***2011 North 8<sup>th</sup> Street***

***Red Oak, Iowa 51566***

***712.623.6600***

***www.redoakschooldistrict.com***

### **Regular Board of Directors Meeting**

Meeting Location: Sue Wagaman Board Room

Red Oak CSD Administrative Center

The Technology Building – Red Oak High School Campus

Monday, May 9, 2016 – 6:00 pm

### ***- Agenda -***

1.0 Call to Order – Board of Directors President Paul Griffen

2.0 Roll Call – Board of Directors Secretary Shirley Maxwell

3.0 Approval of the Agenda – President Paul Griffen

4.0 Communications

4.1 Good News from Red Oak Schools

- Fifth Grade Springbrook Trip - Washington Intermediate Principal Barb Sims and Students

4.2 Visitors and Presentations

4.3 Affirmations and Commendations

- ❖ School Board Recognition – May is School Board Recognition Month /

4.4 Correspondence

5.0 Consent Agenda

5.1 Review and Approval of Minutes from April 25, 2016 *2-4*

5.2 Review and Approval of Monthly Business Reports *5-6*

5.3 Open Enrollment Requests Consideration *at table*

- Kaelynn Allen 2016-2017 1<sup>st</sup> grade from Stanton CSD
- Jersey Churchill 2016-2017 grade 4 from Red Oak to Stanton CSD

6.0 General Business for the Board of Directors

6.1 Old Business

- 6.1.1 Discussion/Approval of Contracted Services for Outsourcing Custodial Services in FY 2017
- 6.1.2 Review of Red Oak CSD Equity Compliance with the Department of Education
- 6.1.3 Discussion of Summer Improvement Projects – Representative from Boyd Jones Construction
- 6.1.4 Discussion /Approval of AIA Document B132 – 2009 Between the Red Oak Community School District and Alley Poyner Macchietto Architecture Incorporated for High School Mechanical and Boiler Upgrades 7-31
- 6.1.5 Discussion/Approval of the Proposal for HVAC – Boiler Upgrade at the High School (Architectural and Engineering) with Alley Poyner Macchietto Architecture 32-33
- 6.1.6 Review/Approval of the Boiler Project Bid Results and Recommendation 34-38
- 6.1.7 Discussion/Approval of Additional Field Improvement Package Number 1 Alternates 39

## 6.2 New Business

- 6.2.1 Review/Approval of the Candidates for Graduation in the Class of 2016 – Presented by HS Principal Jeff Spotts 40-42
- 6.2.2 Review of the Current Fleet of Vehicles and Purchase Rotation Plan for the Transportation Department – Presented by Carlos Guerra and Mindy Riibe 43
- 6.2.3 Personnel Considerations:
  - 1. Recommendation: Lisa Artherholt, HS Art Supplemental Contract 44
  - 2. Recommendation for transfer within the District:  
Tracy Vannausdle from MS Reading/Language Arts to Secondary (gr. 6-12) Student Support Coordinator; Dan DeGroot from gr. 4-12 Talented and Gifted to MS Social Studies; Matthew Swartz from Grade 5 Classroom Teacher to MS Math

3. Resignation from MS Paraprofessional Jen Wilcoxson effective May 31, 2016 45
4. Resignation from Second Grade Teacher Brittany Skinner effective May 31, 2016 46
5. Resignation from MS Language Arts Teacher Katie Stafford effective of the current school year 47

## 7.0 Reports

### 7.1 Administrative

### 7.2 Future Conferences, Workshops, Seminars

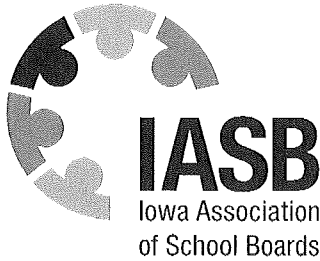
- Joint Board Meeting with Stanton CSD – May 11, 2016, 7:00 pm at the Stanton High School Library, Stanton Iowa

### 7.3 Other Announcements

- Senior Baccalaureate – May 15, 2:00 pm, HS Auditorium
- Senior Awards Night - May 18, 7:00 pm, HS Auditorium
- Graduation - May 22, 2:00 pm, HS Gym

8.0 Next Board of Directors Meeting:           Monday, May 23, 2016 – 6:00 pm  
Sue Wagaman Board Room  
Red Oak CSD Administrative Center

## 9.0 Adjournment



6000 Grand Ave, Ste A  
 Des Moines, Iowa 50312  
 direct (515) 288-1991  
 toll-free 1-800-795-4272

**School Board Member Fact Sheet 2016**  
**School Board Recognition Month**  
**May 2016**

**Role of School Board Members**

**Vision:** The school board engages the community in setting the course to guide local education, keeping student achievement as the primary focus.

**Structure:** The school board employs a superintendent, adopts policies and plans, and ensures that human and financial resources are allocated to accomplish the vision.

**Accountability:** The board monitors student achievement, evaluates progress toward district goals and reports progress to the community.

**Advocacy:** The school board serves as the key advocate on behalf of students and public education and builds partnerships with others to support student learning.

**Time Donated to Public Education:** Iowa school board members are volunteer elected officials who donate their time to school board service. Each week, school board members donate their personal time in service to Iowa students.

**K-12 School Boards**

Iowa has 336 school districts with five or seven member school boards. School board members are elected by their local communities in an election held the second Tuesday of September in odd-numbered years. They may be elected at large or from director districts and serve four-year terms.

**Area Education Agency Boards**

The state's nine area education agencies (AEAs) are governed by board members who are elected for four-year terms by public school board members. Iowa AEAs are intermediate service units that provide special education, media and educational services to local schools.

**Community College Boards**

Iowa's 15 two-year community colleges are governed by five-to-nine board members elected by local residents in an election held the second Tuesday of September in odd-numbered years. They are elected to four-year terms.

**K-12 Public School Board Data**

Board seats in Iowa..... 1,908  
 Male board members ..... 63%  
 Female board members ..... 37%  
 Student enrollment 2015 - 16..... 483, 451<sup>1</sup>  
 Total budget dollars 2015 -16..... \$5.3 billion<sup>2</sup>

**AEA Board Members**

Board seats in Iowa..... 79  
 Male board members ..... 60%  
 Female board members ..... 40%

**CC Board Members**

Board seats in Iowa..... 124  
 Male board members ..... 73%  
 Female board members ..... 27%

<sup>1</sup>Iowa Department of Education, Certified Enrollment file - October 2015

<sup>2</sup>Source is the Iowa Department of Management

Red Oak Community School District  
Meeting of the Board of Directors  
Meeting Location: Sue Wagaman Board Room, Red Oak CSD Administrative Center  
Red Oak Technology Center, Red Oak High School Campus  
April 25, 2016

This regular meeting of the Board of Directors of the Red Oak Community School District was called to order by President Paul Griffen at 6:00 p.m.

**Present:**

Directors: Mark Johnson, Bryce Johnson, Paul Griffen, Kathy Walker  
Bret Blackman joined the meeting electronically  
Tom Messinger, Superintendent, Shirley Maxwell, Board Secretary  
Bret Blackman joined the meeting in person at 6:20 p.m.

**Approval of Agenda**

Motion by Director Bryce Johnson, second by Director Walker to approve the agenda as presented with the order of agenda items at the discretion of the board president. Motion carried unanimously.

**Good News**

Three middle school students, Delaney Hall, Nolan Blackman, and Liz Carbaugh along with MS Instructor Tracy Vannausdle provided a power point presentation on their community service project, Orphans in Africa.

**Visitors and Presentations**

Leslie Ables, Mercer Insurance Representative, attended the meeting to talk about the different insurance options available to the district.

**Consent Agenda**

Motion by Director Mark Johnson, second by Director Walker to approve the consent agenda as presented. Motion carried unanimously.

- Minutes from 4.11.16
- Business Reports

**Continued Discussion/Approval of a Sharing Agreement Between Red Oak CSD and Stanton Schools for High School Business Classes for FY 2017**

Motion by Director Mark Johnson, second by Director Bryce Johnson to approve a sharing agreement between Red Oak CSD and Stanton CSD for High School Business Classes for FY 2017. Motion carried unanimously. This agreement will give students the option to take business classes at Stanton for the 2016-2017 school year.

**Discussion/Approval of Contracted Services for Outsourcing Custodial Services in FY 2017**

Paul Cadwallader, representing ABM Janitorial and Maintenance Solutions attended the meeting to answer any questions the Directors had in regards to custodial outsourcing. Discussion followed. This topic will be on the May 9, 2016 agenda.

**Discussion/Approval of the Recommendation for a Boiler/HVAC Maintenance Agreement**

Motion by Director Bryce Johnson, second by Director Blackman to approve Ray Martin Company, Mechanical Contractors Preventative Maintenance Agreement for a three year maintenance agreement beginning May 1, 2016 through May 1, 2019 at the cost of \$7,500.00 per year. Motion carried unanimously.

**Discussion/Approval of a New Dental Insurance Contract for the 2016-2017 School Year with Principal Insurance**

Motion by Director Walker, second by Director Blackman to approve Principal Insurance as the district's dental insurance carrier for the 2016-2017 school year. Motion carried unanimously.

**Discussion/Approval of AIA Document B132-2009 Between the Red Oak Community School District and Alley Poyner Macchietto Architecture Incorporated for Field Improvements for the Football, Baseball, Softball and Tennis Courts**

Motion by Director Blackman, second by Director Bryce Johnson to approve the AIA Document B132 – 2009 agreement between the Red Oak Community School District and Alley Poyner Macchietto Architecture Incorporated for the field improvements for the football, baseball, softball and tennis courts. Motion carried unanimously.

**Discussion/Approval of the Proposal for HVAC – Boiler Upgrade at the High School (Architectural and Engineering) with Alley Poyner Macchietto Architecture**

This item will be on the May 9, 2016 agenda.

**Discussion/Approval of the High School Baseball Field Lighting Project**

Motion by Director Walker, second by Director Blackman to accept the base bid proposal from O'Neal Electric with the base bid of \$353,914. Motion carried unanimously. Option Bids received from O'Neal Electric is Alt. 1: Softball-\$72,026, Alt. 2: Tennis Courts-\$74,024, Alt. 2A: Tennis Power-\$9,968, ALT. 3: PA system-\$42,000, with completion date of 75 days.

**Personnel Considerations:**

Motion by Director Walker, second by Director Blackman to accept the resignation of HS Math teacher Emily Van Dyk effective at the end of the 2015-2016 school year. Motion carried unanimously.

Motion by Director Walker, second by Director Blackman to accept the resignation of MS Social Studies teacher Rachel Lammert effective at the end of the 2015-2016 school year. Motion carried unanimously.

Motion by Director Walker, second by Director Blackman to accept the resignation of Ingrid Perkins, MS Paraprofessional effective May 31, 2016. Motion carried unanimously.

Motion by Director Walker, second by Director Blackman to accept the resignation from John Allison at the end of the 2015-2016 school year. (MS Wrestling). Motion carried unanimously.

Motion by Director Walker, second by Director Mark Johnson to approve a leave of absence for Jen Bruce from IPS Title I Reading Teacher position for one year (2016-2017). Motion carried unanimously. She will remain at her seniority position as of the 2015-2016 school year.

Motion by Director Mark Johnson, second by Director Bryce Johnson to approve the hire of Molly Cox as Assistant Softball Coach for the 2016 season at a rate of \$3,027.50. Motion carried unanimously.

Motion by Director Mark Johnson, second by Director Bryce Johnson to approve Lisa Artherholt as High School Art Teacher at BA step 10 pay as determined by the 2016-2017 Master Contract. Motion carried unanimously.

Motion by Director Mark Johnson, second by Director Bryce Johnson to approve Lisa Artherholt as High School Yearbook Sponsor with pay as determined by the 2016-2017 Master Contract. Motion carried unanimously.

Motion by Director Walker, second by Director Blackman to approve the hire of Monica Blay as accounting clerk at the pay rate of \$35,000 annually. This will be a 12 month contract. Motion carried unanimously.

**Other Announcements**

A joint meeting is being planned with the Stanton Board of Directors on May 11<sup>th</sup> at 5:30 p.m. at the Stanton Community School library to discuss sharing programs.

**Adjournment**

Motion by Director Walker, second by Director Blackman to adjourn the meeting at 8:41 p.m. Motion carried unanimously. The next regular meeting will be held on Monday, May 9, 2016, 6:00 p.m., in the Sue Wagaman Board Room, Administrative Center in the Technology Building.

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Paul Griffen, President

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Shirley Maxwell, Board Secretary

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Checking Account ID 1	Fund Number 10	OPERATING FUND
BOEYE TECH & DESIGN	39	1,072.50
10 0010 2236 000 0000 350	TECH HOURS MARCH	1,072.50
Vendor Name BOEYE TECH & DESIGN		<u>1,072.50</u>
CASEY'S	05022016	34.17
10 0020 2700 000 0000 626	GAS	34.17
Vendor Name CASEY'S		<u>34.17</u>
CENTURY LINK	04252016	445.34
10 0010 2410 000 0000 532	DISTRICT WIDE FIRE ALARM LINES	445.34
Vendor Name CENTURY LINK		<u>445.34</u>
FIRST BANKCARD	04122016	100.00
10 0010 2310 000 0000 320	REG FEE	50.00
10 0010 2321 000 0000 320	REG FEE	50.00
FIRST BANKCARD	04212016	347.16
10 0010 2235 000 0000 580	LODGING	347.16
FIRST BANKCARD	04222016	19.99
10 0010 2235 000 0000 618	iPad 4 Screen Replacement,FixCracked iPa	19.99
FIRST BANKCARD	04252016	537.60
10 0010 2213 132 3376 580	LODGING	358.40
10 2020 2410 000 0000 580	LODGING	179.20
FIRST BANKCARD	04292016	290.04
10 0010 2510 000 0000 580	LODGING/MEALS	290.04
FIRST BANKCARD	04292016-1	54.72
10 1901 2410 000 0000 611	IOGEAR HDMI TO VGA ADAPTER WITH AUDIO (G	54.72
FIRST BANKCARD	05022016	437.75
10 0010 1000 300 4531 612	CARL PERKINS DVD'S SW VALLEY	437.75
Vendor Name FIRST BANKCARD		<u>1,787.26</u>
MEDIACOM	04212016	1,330.00
10 0010 2236 000 0000 536	DISTRICT WIDE INTERNET	1,330.00
MEDIACOM	04212016-1	762.57
10 0010 2236 000 0000 536	DISTRICT WIDE PRI LINES	762.57
Vendor Name MEDIACOM		<u>2,092.57</u>
MIDAMERICAN ENERGY	04202016	12,117.02
10 0020 2600 000 0000 621	THERMS 220	124.26
10 3230 2600 000 0000 622	KWH 64500	3,460.70
10 3900 2600 000 0000 621	THERMS 1112	511.67
10 3900 2600 000 0000 622	KWH 25200	1,764.42
10 2020 2600 000 0000 622	KWH 209	29.28
10 2020 2600 000 0000 622	KWH 19400	1,491.12
10 2020 2600 000 0000 622	KWH 1	3.85
10 1911 2600 000 0000 622	KWH 4997	320.86
10 1912 2600 000 0000 621	THERMS 636	307.59
10 1912 2600 000 0000 622	KWH 3284	302.56
10 1901 2600 000 0000 622	KWH 38100	2,545.36
10 1901 2600 000 0000 622	KWH 1	3.85
10 1902 2600 000 0000 622	KWH 13600	941.70
10 0020 2600 000 0000 622	KWH 1	19.54



Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 0030 2600 000 0000 621	THERMS 224	126.35
10 0030 2600 000 0000 622	KWH 1560	153.91
10 0030 2600 000 0000 622	KWH 1	10.00
Vendor Name MIDAMERICAN ENERGY		<u>12,117.02</u>
TOTAL FUNDS BY HASLER	04262016	999.65
10 0010 2410 000 0000 531	POSTAGE FILL	999.65
Vendor Name TOTAL FUNDS BY HASLER		<u>999.65</u>
UNITED PARCEL SERVICE	000053702217 6	111.02
10 1901 2410 000 0000 531	UPS CHARGES	25.00
10 2020 2410 000 0000 531	UPS CHARGES	25.00
10 3230 2410 000 0000 531	UPS CHARGES	36.02
10 1902 2410 000 0000 531	UPS CHARGES	25.00
Vendor Name UNITED PARCEL SERVICE		<u>111.02</u>
Fund Number 10		<u>18,659.53</u>
Checking Account ID 1		18,659.53
Checking Account ID 3	Fund Number 21	STUDENT ACTIVITY FUND
FIRST BANKCARD	04142016	1,440.00
21 0010 1400 920 6600 580	SENIOR TRIP ADMISSION TICKETS	1,440.00
FIRST BANKCARD	04182016	212.72
21 0010 1400 920 6600 320	REPAIR OF GYM SCOREBOARD'S MAIN CONTROL	212.72
Vendor Name FIRST BANKCARD		<u>1,652.72</u>
HARTIGAN, TOM	04292016	135.00
21 0010 1400 920 6740 320	OFFICIAL	135.00
Vendor Name HARTIGAN, TOM		<u>135.00</u>
O'DANIELS, GARY	04192016	135.00
21 0010 1400 920 6740 320	OFFICIAL	135.00
Vendor Name O'DANIELS, GARY		<u>135.00</u>
SWIHMB	05032016	90.00
21 2020 1400 910 6220 618	REG FEES	90.00
Vendor Name SWIHMB		<u>90.00</u>
Fund Number 21		<u>2,012.72</u>
Checking Account ID 3		<u>2,012.72</u>



**AIA**<sup>®</sup>

# Document B132™ – 2009

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

**AGREEMENT** made as of the Twenty-fifth day of April in the year Two Thousand and Sixteen  
*(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)*

Alley Poyner Macchietto Architecture Incorporated  
1516 Cumíng Street  
Omaha, NE 68102  
Project Manager: Daric O'Neal  
402-341-1544  
Project No: 16020

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

High School Mechanical and Boiler upgrades.

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.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

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 Exhibit A

§ 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.)*

Boiler, Piping and Reheat coils

§ 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.)*

Three Hundred Thousand Dollars (\$300,000)

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

.1 Design phase milestone dates, if any:

See Exhibit A

.2 Commencement of construction:

Init.

TBD

.3 Substantial Completion date or milestone dates:

For the fall 2016 School Year

.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 possible 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.)*

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

Representative will be named at future meeting prior to construction

§ 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

§ 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.)*

.3 Land Surveyor:

TBD

.4 Geotechnical Engineer:

TBD

.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.)*

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

Daric O'Neal  
Project Manager  
Alley Poyner Macchietto Architecture Incorporated  
Red Oak, IA 51566  
402-341-1544  
doneal@alleypoyner.com

§ 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:

.2 Mechanical Engineer:

Engineering Technologies Incorporated  
1111 N 13<sup>th</sup> Street Suite 216  
Omaha, NE 68102  
402-330-2772  
Contact: Justin Veik

.3 Electrical Engineer:

Engineering Technologies Incorporated  
Same as above  
Contact: Shane Hass

§ 1.1.12.2 Consultants retained under Additional Services:

These consultants will be at an additional cost to the District.

§ 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 appropriately adjust the schedule, the Architect's services 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 the Agreement and will exercise the Architect's skill and judgement 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/Engineers 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

Int.

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.

§ 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 (\$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 (\$ 1,000,000 ) combined single limit and aggregate for bodily injury and property damage.

§ 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 Two Million Dollars (\$ 2,000,000 ) 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 Red Oak Community School District under Iowa Code Section 670 as it now exists or may be amend 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 mechanical, and electrical engineering services necessary to produce a complete and accurate set of Construction Documents. Services not set forth in this Article 3 are Additional Services.

§ 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.

§ 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 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 that 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.

§ 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

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by newly enacted laws, codes and/or regulations after the date of submission of the document 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 provision of the 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.

### § 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, schedule requirements, 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

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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, 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, codes, ordinances, building codes, rules, 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.

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§ 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 it not limited to scope of the 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 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 the 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 omissions 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 reviewing and making recommendations of the lowest responsive, responsible bids.
- .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 manual 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.

### § 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 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/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 work to become generally familiar with the progress and quality of the portion of the Work completed, 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 Contractor's 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 updates 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 provision 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

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not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractor, 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. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 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 presentation 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.

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**§ 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, but only for the limited 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 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 provide 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

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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 a final inspection 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 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, if any, for final completion or correction of the Work or to cover field 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 sub consultant, 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 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 material 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 (B202™-2009)	Not Provided	
§ 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	

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§ 4.1.6 Building Information Modeling (E202™-2008)	Architect	
§ 4.1.7 Civil engineering	Architect	Included in Basic Service
§ 4.1.8 Landscape design	Owner	
§ 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	
§ 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)	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® certification (B214™-2012)	Not Provided	
§ 4.1.25 Historic preservation (B205™-2007)	Not Provided	
§ 4.1.26 Furniture, furnishings, and equipment design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional 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® 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 Service 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:

- .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 by the Architect over the duration of the Project during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 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 Manger 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

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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. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 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 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.

§ 5.8 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 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, and contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.1.1 The Cost of the 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

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.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 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 excess of the approved budget for the Cost of the Work, for reasons due to the fault of the Architect or 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 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 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 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, but in any case not more than 10 years after the date of Final Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 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 and 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), whichever is greater.

*(Paragraph deleted)*

§ 8.2 Mediation

§ 8.2.1

§ 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 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)*

*(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. 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 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 days' written notice to the Architect for the Owner's convenience and without cause.

*(Paragraphs deleted)*

§ 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 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 assess for nonperformance.

§ 9.7 Intentionally left blank.

§ 9.8 Intentionally left blank

§ 9.9 The Owner and Architect 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..

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§ 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 if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. 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, or (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, except if deemed a confident record.

#### 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 Forty Six Thousand dollars (\$46,000)

§ 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:

Init.

§ 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%	11,500
Design Development Phase	Twenty-five	percent	25%	11,500
Construction Documents Phase	Twenty-five	percent	25%	11,500
Bidding or Negotiation Phase	Three	percent	3%	1,380
Construction Phase (Through Substantial Completion)	Twenty	percent	20%	9,200
Closeout Phase (Through Final Acceptance)	Two	percent	2%	920
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent</b>	<b>100%</b>	<b>46,000</b>

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.)*

Exhibit B: Standard Hourly Rate Schedule

Employee or Category	Rate (\$0.00)
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§ 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, as follows: Any Reimbursable Expenses must receive prior approval of the Owner which shall not be unreasonably withheld.

Reimbursable Expenses are as follow:

- .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 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8

*(Paragraphs deleted)*

Site office expenses.

§ 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.

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*(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 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.  
*(Insert rate of monthly or annual interest agreed upon.)*

**§ 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. However, the Owner may, upon filing of or in anticipation of the imminent filing of a formal claim against the Architect, withhold amounts in dispute from the Architect pending the outcome of the claim.

**§ 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, omission, 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"

**§ 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) for the project 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 and 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, Sub consultant (Company) owned, operated, or managed by, or Sub consultant 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 proceedings 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.

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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 proceedings 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:

- .1 AIA Document B132™-2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
  - .3 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
  - .4 Other documents:  
*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*  
Exhibit A: Schedule  
Exhibit B: Hourly Rates Schedule  
Exhibit C: Letter of Agreement

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

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

\_\_\_\_\_  
ARCHITECT  
Alley Poyner Macchietto Architecture, Inc. (Signature)

\_\_\_\_\_  
Paul Griffen, School Board President  
(Printed name and title)

\_\_\_\_\_  
Daric O'Neal Project Manager  
(Printed name and title)

Int.

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March 24, 2016

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

RE: Proposal for HVAC – Boiler Upgrade at High School (Architectural and Engineering)

Dear Board Members,

It is our pleasure to submit to you our proposal for services related to the HVAC Boiler Upgrade at the Red Oak High School for the Red Oak Community School District in Red Oak, IA. Given our extensive experience, we feel we are uniquely qualified to complete this project for you.

**Introduction**

The School District Board of Directors have requested that collectively, we move forward with several projects needing immediate attention prior to the start of the Fall 2016 School Year.

**Process to Date**

Our team has been coordinating this effort to keep it on schedule since it was introduced to us at the beginning of February. This includes meeting with the School District's Construction Manager, Boyd Jones, reviewing previous work and coordinating for potential future improvements throughout the remainder of the school building.

**Scope of Work**

The HVAC – Boiler Upgrade scope includes the following:

1. Removal of existing steam boiler and piping.
2. Removal of existing hot water storage tank and piping.
3. Removal of above grade steam piping.
4. Removal of various ductwork and steam reheat coils.
5. Install (2) new boilers, pumps, and associated piping.
6. Install new hot water collers in existing locations.
7. Install new domestic water heater and expansion tank.
8. Various electrical as required to meet code for installation of the new equipment.
9. Minor patch and repair as required of finished spaces to provide access for installation and removal of equipment.

Not Included:

1. Asbestos Abatement
  - a. Proposals for scope of work and pricing for this are being coordinated by Boyd Jones for your approval.

**Fee**

Alley Poyner Macchietto Architecture, Inc. proposes to do this work for a lump sum fee of \$46,000.00

Paid as follows:

Schematic Design through Construction Documents	75%
Bidding and Negotiation	3%
Construction Administration	20%
Project Closeout	3%

It is our intent to use an AIA B132 – 2009 edition for a contract with language that was previously reviewed / approved by your attorney.

**Reimbursable**

Reimbursable items include the following, which are to be paid by the owner outside of the contract price listed above:

- Printing, including all documents used for bidding and construction
- Mileage as required to the project site for inspections and meetings

**Staff and Consultants**

We are eager to keep moving on this project. We have identified a team of individuals who all have extensive experience in this type of project. We intend to utilize the following individuals and consultants.

- Daric O'Neal – Project Manager - APMA
- Justin Veik – Mechanical / Plumbing Engineer - ETI

**Schedule**

Alley Poyner Macchietto Architecture is currently working on this project to meet your deadline for the Fall 2016 school calendar year. This project is to bid on or about April 13<sup>th</sup>, 2016.

Thank you again for your consideration, and the opportunity to work with the Red Oak Community School District. As always, if you have any questions, please do not hesitate to contact me.

ALLEY POYNER MACCHIETTO ARCHITECTURE, INC.



Daric O'Neal  
Managing Associate - Iowa

Proposal Accepted By:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Paul Griffen

Title: Board President

RED OAK COMMUNITY SCHOOL DISTRICT  
 BOILER REPLACEMENT  
 PACKAGE #1

BID OPENING 05-02-2016 AT 2:15

BIDDER	TIME	BID BOND	BID AMOUNT	DAYS	AD1
Wahldinger Corporation	1:45	x	\$475,900.00	90	x
Master Mechanical	1:49	x	\$430,418.00	90	x
Camblin Mechancial	1:49	x	\$390,000.00	90	x
Ray Martin Company	1:54	x	\$440,000.00	80	x

SECTION 008000 - BID FORM:

Project: Red Oak Community School District -- Boiler Replacement  
Owner: Red Oak Community School District  
Architect: Alley Poyner Macchietto Architecture Inc. 302 E Coolbaugh Red Oak, Iowa 51566.

BID TO:

1. The undersigned Bidder agrees, if this Bid is accepted, to enter into an agreement with Owner to perform the Work described in the Bidding Documents for the Bid Price and within the Time of Completion indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. In submitting this Bid, Bidder represents that:
  - a. Bidder has carefully examined the Bidding Documents consisting of the Project Manual (containing the Bidding Requirements, the Conditions of the Contract, and the Specifications) and the Drawings, dated April 15, 2016.
  - b. Bidder has examined the site of the work, existing conditions, and all other conditions affecting the work on the above-named Project.
  - c. Bidder has carefully correlated the information known to Bidder, information and observations obtained from visits to the site, and other information identified in the Bidding Documents with the Bidding Documents.
  - d. Bidder is familiar with federal, state, and local laws and regulations applicable to Project.
  - e. This bid will remain subject to acceptance for 45 days after the bid opening.
3. Bidder hereby proposes to furnish all materials, labor, equipment, tools, transportation costs, services, licenses, fees, permits, etc. required by said documents to complete the Work described by the Contract Documents, for the lump-sum of:

FOUR HUNDRED SEVENTY-FIVE THOUSAND NINE HUNDRED Dollars  
( \$ 475,900.00 )

4. Bidder agrees that the Work will be substantially complete and ready for final payment in NINETY ( 90 ) calendar days.
5. Addenda Nos. 1 were received and considered in preparation of this Bid Proposal and their receipt and inclusion as a part of this Bid Proposal is hereby acknowledged.

Respectfully submitted:

THE WALDINGER CORPORATION

Company Blaine Wilcoxson

Signature

Blaine Wilcoxson

(Print Name)

President - Omaha Division

Title

8802 South 121st Street

Business Address

Las Vista, NE 68128

City, State, and Zip Code

Date: 05/02/2016  
License No. C099321

SEAL  
(If a Corporation)

Voluntary Alternate to furnish Lochinvar Boiler & Cemline Water Heater .....DEDUCT \$23,735.00

SECTION 008000 - BID FORM:

Project: Red Oak Community School District -- Boiler Replacement  
Owner: Red Oak Community School District  
Architect: Alley Poyner Macchietto Architecture Inc. 302 E Coolbaugh Red Oak, Iowa 51566.

BID TO:

1. The undersigned Bidder agrees, if this Bid is accepted, to enter into an agreement with Owner to perform the Work described in the Bidding Documents for the Bid Price and within the Time of Completion indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
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  - a. Bidder has carefully examined the Bidding Documents consisting of the Project Manual (containing the Bidding Requirements, the Conditions of the Contract, and the Specifications) and the Drawings, dated April 15, 2016.
  - b. Bidder has examined the site of the work, existing conditions, and all other conditions affecting the work on the above-named Project.
  - c. Bidder has carefully correlated the information known to Bidder, information and observations obtained from visits to the site, and other information identified in the Bidding Documents with the Bidding Documents.
  - d. Bidder is familiar with federal, state, and local laws and regulations applicable to Project.
  - e. This bid will remain subject to acceptance for 45 days after the bid opening.
3. Bidder hereby proposes to furnish all materials, labor, equipment, tools, transportation costs, services, licenses, fees, permits, etc. required by said documents to complete the Work described by the Contract Documents, for the lump-sum of:

*Four hundred - thirty thousand, four hundred eighteen* Dollars  
(\$ 430,418.00 )

4. Bidder agrees that the Work will be substantially complete and ready for final payment in Ninety ( 90 ) calendar days.
5. Addenda Nos. 1 were received and considered in preparation of this Bid Proposal and their receipt and inclusion as a part of this Bid Proposal is hereby acknowledged.

Respectfully submitted:  
 Master Mechanical Service, Inc.  
 Company  
 Signature *Aaron Jazyuka*  
 Aaron Jazyuka  
 (Print Name)  
 Project Manager  
 Title  
 306 East First Street  
 Business Address  
 Papillion, NE 68046  
 City, State, and Zip Code

SEAL  
(If a Corporation)

Date:  
License No

Voluntary Alternates

B2 & B3. DWH, BT (Lochinvar). Deduct \$33,030.00

Install DDC Controls (Honeywell): Add \$23,789.00

SECTION 008000 - BID FORM:

Project: Red Oak Community School District - Boiler Replacement  
Owner: Red Oak Community School District  
Architect: Alley Poyner Macchietto Architecture Inc. 302 E Coolbaugh Red Oak, Iowa 51566.

BID TO:

1. The undersigned Bidder agrees, if this Bid is accepted, to enter into an agreement with Owner to perform the Work described in the Bidding Documents for the Bid Price and within the Time of Completion indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. In submitting this Bid, Bidder represents that:
  - a. Bidder has carefully examined the Bidding Documents consisting of the Project Manual (containing the Bidding Requirements, the Conditions of the Contract, and the Specifications) and the Drawings, dated April 15, 2016.
  - b. Bidder has examined the site of the work, existing conditions, and all other conditions affecting the work on the above-named Project.
  - c. Bidder has carefully correlated the information known to Bidder, information and observations obtained from visits to the site, and other information identified in the Bidding Documents with the Bidding Documents.
  - d. Bidder is familiar with federal, state, and local laws and regulations applicable to Project.
  - e. This bid will remain subject to acceptance for 45 days after the bid opening.
3. Bidder hereby proposes to furnish all materials, labor, equipment, tools, transportation costs, services, licenses, fees, permits, etc, required by said documents to complete the Work described by the Contract Documents, for the lump-sum of:

Three hundred and ninety thousand Dollars  
( \$ 390,000 ).

4. Bidder agrees that the Work will be substantially complete and ready for final payment in Ninety Calendar Days ( 90 ) calendar days.
5. Addenda Nos. 1 were received and considered in preparation of this Bid Proposal and their receipt and inclusion as a part of this Bid Proposal is hereby acknowledged.

Respectfully submitted:  
Camblin Mechanical, Inc,

Company

Randy E. Watts  
Signature

SEAL  
(If a Corporation)

Randy E. Watts

(Print Name)  
Vice President

Title  
307 Chestnut Street

Business Address  
Atlantic, IA 50022

City, State, and Zip Code

Date: 05-02-16  
License No. 42-0948161

PER ETI ADDENDUM #1 dated 4/27/16  
item 1, Letter F

Voluntary ALTERNATE FOR ALTERNATIVE Boiler & Plate  
AND Domestic Water Heater - DEDUCT \$ 18,000



SECTION 008000 - BID FORM:

Project: Red Oak Community School District -- Boiler Replacement  
Owner: Red Oak Community School District  
Architect: Alley Poyner Macchietto Architecture Inc. 302 E. Coolbaugh Red Oak, Iowa 51566.

BID TO:

1. The undersigned Bidder agrees, if this Bid is accepted, to enter into an agreement with Owner to perform the Work described in the Bidding Documents for the Bid Price and within the Time of Completion indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. In submitting this Bid, Bidder represents that:
  - a. Bidder has carefully examined the Bidding Documents consisting of the Project Manual (containing the Bidding Requirements, the Conditions of the Contract, and the Specifications) and the Drawings, dated April 15, 2016.
  - b. Bidder has examined the site of the work, existing conditions, and all other conditions affecting the work on the above-named Project.
  - c. Bidder has carefully correlated the information known to Bidder, information and observations obtained from visits to the site, and other information identified in the Bidding Documents with the Bidding Documents.
  - d. Bidder is familiar with federal, state, and local laws and regulations applicable to Project.
  - e. This bid will remain subject to acceptance for 45 days after the bid opening.
3. Bidder hereby proposes to furnish all materials, labor, equipment, tools, transportation costs, services, licenses, fees, permits, etc. required by said documents to complete the Work described by the Contract Documents, for the lump sum of 100 Hundred Forty Thousand Dollars  
is 440,000.00/100

4. Bidder agrees that the Work will be substantially complete and ready for final payment in 1 & 2 8-1-2016 (80) calendar days.
5. Addenda Nos. 1 & 2 were received and considered in preparation of this Bid Proposal and their receipt and inclusion as a part of this Bid Proposal is hereby acknowledged.

Respectfully submitted,  
 Company RAY MARTIN COMPANY  
 Signature [Handwritten Signature]  
 (Print Name) KENNETH JAMBOR  
 Title PRESIDENT

SEAL  
(If a Corporation)

Date: May 2, 2016  
License No. 1598

Business Name RAY MARTIN COMPANY OF OMAHA  
 City, State, and Zip Code 6201 CENTER STREET  
OMAHA, NE 68106

BID OPENING 04-13-2016 AT 2:15

FOOTBALL

BIDDER	TIME	BID BOND	BASE BID: BASEBALL AND SOFTBALL	ALT 1: SOFTBALL	ALT 2: TENNIS COURTS	ALT 2A: TENNIS COURT	ALT 3: PA SYSTEM	DAYS	AD1	AD2
O'NEAL	12:30	X	353,914	72,026	74,024	9,968	42,000	75%	X	X
VAN MAANEN (MOHANN)	1:54	X	315,984	73,580	74,650	4,700	44,000	111	X	X
ARDENT	1:59	X	387,980	81,490	93,890	7,699	43,460	112	X	X

**TO: Mr. Tom Messinger & Board of Directors**  
**FROM: Mr. Jeff Spotts, Principal**  
**DATE: May 4, 2016**

**RE: 2016 List of Graduating Seniors**

**I am pleased to present to the board of education these 75 candidates for graduation. They have fulfilled the graduation requirements as set forth by the Red Oak Community School Board of Directors.**

**The candidates are:**

Benedict	Hayley	Nicole
Bennett	Leatha	Renee
Berkey	Breann	Michelle
Bressler	Caitlyn	Michelle
Brower	Ashley	Lynn
Bruce	Bailey	Nicole
Bruce	Colin	Scott
Buntrock	Michaela	Lynn
Butz	Natalie	Marie
Carlson	Kaylin	Marie
Ceder	Christopher	Michael
Cornelison	Jordyn	Ann
Craig	Brenna	Nicole
Davis	Jessalyn	Helen-Marie
Dyson	Ryan	JaKob
Eitzen	Nolan	Christopher
Fada	Hailey	Ann
Forward	Jasmine	Marie
Garrett	Alexandra	Kay
Girouex	Dakota	Lynn

Graber	Dylan	Reese
Guerra	Elias	
Hacker	Julia	Leigh
Havener	Maysen	Rose
Hewett	Ethan	John
Houston	Jesse	Dean
Hunt	Cassandra	Pearl
Isaacson	Brock	Michael
Jansky	Conner	James
Janssen	Brooke	Kay
Jones	Brooklyn	Anne
Jones	Miranda	Nicole
Kates	Abigail	Jean
Kunze	Keatis	Sean
Lampe	Bayley	Jordyn
Latus	Robert	Lee
Leibert	Autumn	Charlotte
Mahoney	Angela	Christine
Myers	Makayla	Sueann
Pappas	Isaac	Osborne
Pendleton	Maria	Grace
Perkins	Isabelle	Ashlynn-Rose
Petersen	Austin	Michael
Poe	Carson	Renae
Porter	Murphy	Allen
Ramos	Maleni	
Ramos	Yulissa	Ramos
Rensch	Alexa	Lynn
Resh	Garrett	Hunter
Rodriguez	Carlos	Manuel
Samms	Brooke	Nichole
Sands	Megan	Justine
Schwartz	Brittney	Marie
Selberg	Clay	Austin

Shalters	Hannah	Ellen
Shiple	Joseph	Lee
Storesund	Jamie	Justine
Straw	Sydney	Nicole
Taylor	Alexis	Ashley
Taylor	Jesse	Raymond
Terry	Nicholas	James
Thiel	Benjamin	Lee
VanMeter	Hayden	Thomas
Vega	Oscar	Daniel
VerLinden	Kaleb	Augustus
VerLinden	Skye	Graysen
Vial	Robert	Allen
Vrabel	Cassady	LeighAnn
Wagaman	Parker	Timothy
Watts	Aidan	Thomas
Wegman	Barrett	Michael
Wenzel	Emeline	Renea
Wessel	Jasmin	Nicole
Wilkins	Alyssa	May
Yeager	Zoey	Renae

Buses								
Vehicle #	Make	Model	Year	Miles	Purchase Price	Year Bought	Condition	Suggestions
1	Freightliner	Thomas	2005	104,179	\$45,485.00	2007	Poor	Retire-Spare
1A	Blue Bird	Blue Bird	2011	67,557	\$73,876.00	2010	Good	Would like to move to spare-Route Bus
2	Blue Bird	Blue Bird	2015	29,495	\$94,441.00	2014	Good	Route Bus
3	International	Thomas	2001	113,308	\$39,875.00	2001	Poor	Retire-Spare
3A	Blue Bird	Blue Bird	2011	60,423	\$73,876.00	2010	Good	Would like to move to spare-Route Bus
5	Freightliner	Thomas	2000	111,283	\$49,560.00	1999	Poor	Retire-Spare
5A	Blue Bird	Blue Bird	2011	58,299	\$73,876.00	2010	Good	Spare Bus
6	International	Unibody	2001	178,953	\$52,499.00	2001	Poor	Retire-Spare
7	Blue Bird	Blue Bird	2015	36,801	\$94,441.00	2014	Good	Route Bus
8	Thomas	Thomas	2008	64,566	\$79,533.00	2008	Good	Activty Bus
9	Blue Bird	Blue Bird	2015	34,250	\$94,441.00	2014	Good	Route Bus
10	Blue Bird	Blue Bird	2008	82,884	\$49,500.00	2015	Fair	Handicap Bus
Vans, Suburbans, and Truck								
Vehicle #	Make	Model	Year	Miles	Purchase Price	Year Bought	Condition	Suggestions
4	Chevrolet	Suburban	2011	66,241	\$31,935.07	2011	Good	
18	Dodge	Van	2012	119,684	\$20,437.00	2012	Good	
19	Dodge	Van	2012	142,997	\$20,437.00	2012	Good	
20	Chevy	Van	2000	201,099	\$21,571.00	2000	Fair/Poor	High Miles
22	Ford	Van	2003	243,956	\$14,635.00	2003	Poor	Retire
24	Chevy	Suburban	2005	156,295	\$29,665.00	2005	Fair	Need to replace within 1 or 2 years
25	Chevy	Suburban	1997	242,410	\$8,500.00	2005	Poor	Keep only to use for winter road checking
26	Ford	Van	2006	60,264			Good	Lunch Van
27	Dodge	Van	2006	150,895	\$14,600.00	2007	Fair	Need to replace within 1 or 2 years
Truck	Ford	Truck	2007	27,794			Good	
Bus 8 is in the shop so the miles for it are reflected from the end miles for March.								

RECEIVED  
APR 27 2016  
BY: \_\_\_\_\_

Red Oak Community School District  
Staff Selection Recommendation

Date: April 27, 2016

Building: Admin    HS   MS   WIS   IPS   ECC   Trans  
(Please Circle All That Apply)

Position: HS Art Supplemental Contract

Name: Lisa Artherholt

Certified:

Lane: \_\_\_\_\_

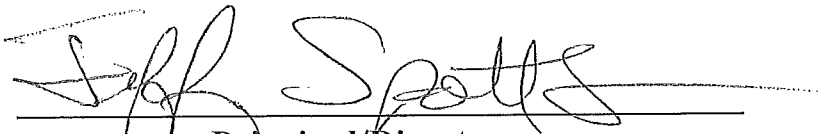
Step: \_\_\_\_\_

Salary: \$756.88 (15-16 Sponsor rate) or 2.5 % of 30,275

Classified:

Hourly Rate: \_\_\_\_\_

Hours Per Day: \_\_\_\_\_

  
\_\_\_\_\_  
Principal/Director

Please send form to Superintendent for Board Approval

---

Office Use Only  
Background Check: current

Jen Wilcoxson

WED  
MAY 02 2016

---

April 29, 2016

Tom Messinger  
Superintendent  
Red Oak Community School District  
2011 North 8<sup>th</sup> St  
Red Oak, IA 51566

Dear Mr. Messinger,

Please accept this letter as my notice of my resignation from my position as a paraprofessional in the middle school. My last day of employment will be May 31, 2016.

I have decided to continue my education and pursue a degree in elementary education. Fortunately, my studies are wrapping up and I am excited to student teach in the fall. My hope is to serve the district as a substitute teacher in the future.

It has been a pleasure working for the school district over the past three years. I have learned many techniques and teaching strategies that I will take with me to my future endeavors.

Working as a paraprofessional has been an excellent experience for me and one that I'll never forget. Thank you again for the opportunity to work for the Red Oak Community School District. I wish you all the best and I look forward to staying in touch with you.

Sincerely,

  
Jen Wilcoxson



RECEIVED  
MAY 03 2016

May 5, 2016

Red Oak Community School District  
2011 North 8<sup>th</sup> Street  
Red Oak, Iowa 51566

BY: \_\_\_\_\_

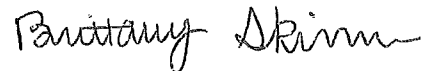
Dear Mr. Messinger:

This letter is to inform you that I am resigning from my teaching position of second grade at Inman Primary School as of May 31, 2016 pending board approval of South Page Schools.

I appreciate the time that I have been given to work with the youth of the Red Oak community. Over the past three years I have gained much professional development.

Thank you again for the opportunity to make an impact on your students. Please let me know what further steps or duties must be completed before my departure.

Sincerely,



Brittany Skinner

RECEIVED

MAY 05 2016

5/6/16

Mr. Messinger,

This is my formal letter of resignation. I will not be signing the contract for next year due to wanting to be closer to my friends, family, and boyfriend. Thank you for everything you've done for me this year as well as all of the middle school staff. You all welcomed me and made me feel a part of the community. It was a great first year to experience in Red Oak, and I got to be a part of so many new opportunities.

Thanks again,

Katie Stafford