

# ***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, July 31, 2017 – 7:00 pm

### **- Agenda -**

- 1.0 Call to Order – Board of Directors Vice President Mark Johnson
- 2.0 Roll Call – Board of Directors Secretary Shirley Maxwell
- 3.0 Approval of the Agenda – Vice President Mark Johnson
- 4.0 Public Presenters/Guest and Visitors Addressing the Board
- 5.0 Communications
  - 5.1 Good News from Red Oak Schools
  - 5.2 Visitors and Presentations
  - 5.3 Affirmations and Commendations
  - 5.4 Correspondence-  
The Green Hills AEA will be accepting Statement of Candidacy for the election of Director District 6 Board Member, this will be a 4-year term beginning the first regular meeting on October 2017.
  - 5.5 Public Comments
- 6.0 Consent Agenda
  - 6.1 Review and Approval of Minutes from July 10, 2017 *pg 1-3*
  - 6.2 Review and Approval of Monthly Business Reports *pg 4-14*

### 6.3 Open Enrollment Requests Consideration

- 6.3.1A-Open Enrollment from Red Oak CSD to Stanton CSD for the 2017-2018 school year for Kindergartener Zoey Carlson
- 6.3.1B-Open Enrollment from Red Oak CSD to Stanton CSD for the 2017-2018 school year for 4<sup>th</sup> grader Taylor Valdez
- 6.3.1C-Open Enrollment from Red Oak CSD to Stanton CSD for the 2017-2018 school year for 3<sup>rd</sup> grader Adrianna Valdez
- 6.3.1D-Open Enrollment from Red Oak CSD to Essex CSD for the 2017-2018 school year for 7<sup>th</sup> grader Bobby Haidsiak

## 7.0 General Business for the Board of Directors

### 7.1 Old Business

- 7.1.1 Discussion/Approval of 2<sup>nd</sup> reading of board policies:
  - 400: Role of and Guiding Principles for Employees
  - 706.1 Payroll Periods

### 7.2 New Business

- 7.2.1 Discussion/Approval of splitting the coaching positions for High School Cross Country to High School Girls Cross Country Coach and High School Boys Cross Country Coach effective for the 2017-2018 school year.

7.2.2 Discussion/Approval of setting school fees for the 2017-2018 school year pg 14

7.2.3 Discussion/Approval of AIA Document C132 -2009, Agreement Between Owner and Construction Manager as Adviser pg 15-53

7.2.4 Discussion/Approval of the acceptance of the bids for riding lawnmower and two busses pg 54

#### 7.2.5 Personnel Considerations:

7.2.5A-Recommendation to hire Patty Henke as High School Golf Coach for the 2017-2018 school year. pg 55

7.2.5B-Recommendation to hire Joshua Kippley as Middle School Physical Education for the 2017-2018 school year. pg 56

7.2.5C-Recommendation to hire Joshua Kippley as Middle School Football for the 2017-2018 school year. pg 57

7.2.5D-Recommendation to hire Joshua Kippley as Middle School Track for the 2017-2018 school year. pg 58

7.2.5E-Recommendation to hire Sueann French as Head Girls Cross Country Coach for the 2017-2018 school year pg 59

7.2.5F-Recommendation to amend the contract for Curt Adams as Head Cross Country Coach to Head Boys Cross Country Coach for the 2017-2018 school year. pg 59

7.2.5G-Recommendation to hire Roxanne Lamb as ½ time Reading Teacher at Inman for a temporary contract for the 2017-2018 school year pg 60

## 8.0 Reports

8.1 Administrative

8.2 Future Conferences, Workshops, Seminars

8.3 Other Announcements

9.0 Next Board of Directors Meeting: Monday, August 14, 2017 – 6:00 pm  
Sue Wagaman Board Room  
Red Oak CSD Administrative Center

10.0 Adjournment

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  
July 10, 2017

This regular meeting of the Board of Directors of the Red Oak Community School District was called to order by President Paul Griffen at 7:00 p.m.

**Present:**

Directors: Mark Johnson, Bryce Johnson, Paul Griffen  
Bret Blackman joined the meeting at 7:22 p.m.  
Superintendent Tom Messinger, Business Manager Shirley Maxwell

**Approval of Agenda**

Motion by Director Mark Johnson, second by Director Bryce Johnson to approve the agenda with the order of agenda items at the discretion of the meeting chair. Motion carried unanimously.

**Good News-Successful Bond Election**

Supt. Messinger reported on the recent election results of June 27, 2017, 1188 yes, 348 no. 77.34%. This election was called to submit the question of contracting indebtedness and issuing bonds of the School District in an amount not to exceed \$19,990,000 to provide funds to remodel, renovate, improve, refurbish, furnish and equip and to construct, furnish and equip additions to the existing high school campus (including the Tech Center) and the Inman Campus; and to improve the existing high school (including the Tech Center) site; and WHEREAS, this Board has examined the Petition and finds that it is signed by eligible electors of the School District numbering at least 25% of those voting at the last election of school officials and that the purposes set forth in the petition cannot be accomplished within the limit of one and one-quarter percent of the assessed value of the taxable property in the School District; and WHEREAS, the proposal for the issuance of Bonds or any other proposal incorporating any portion of it has not or will not have been submitted to the qualified electors of the School District for a period of at least six months prior to the date of election being called in these Proceedings; WHEREAS, it is the intention of the School District to apply available School Infrastructure Sales, Services and Use Tax Revenues to the extent possible to abate and reduce the levy of taxes to pay principal and interest on the Bonds.

**Consent Agenda**

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

- Review and Approval of Minutes from June 26, 2017
- Review and Approval of Monthly Business Reports
- Consortium Agreement to Jointly Administer an Instructional Program at Children's Square (Academic Center) and Heartland Family Service (Therapeutic School) Located within the Boundaries of the Council Bluffs Community School District

**New Business**

Motion by Director Mark Johnson, second by Director Bryce Johnson, to approve the Timberline Billing Service Agreement the 2017-2018 school year. Motion carried unanimously.

Motion by Director Mark Johnson, second by Director Bryce Johnson, to approve a three year contract with a 3% overall package increase for the 17-18 school year for Superintendent Messinger. Motion carried unanimously.

**Page 2 Continuation of July 10, 2017**

Motion by Director Mark Johnson, second by Director Bryce Johnson, to approve the service agreement with Council Bluffs Community School District for Services through Alegent Mercy Hospital for the 2017-2018 school year. Motion carried unanimously.

Motion by Director Bryce Johnson, second by Director Mark Johnson to approve the Memorandum of Understanding with IJAG for services for Red Oak High School grades 11-12 for the 2017-2018 school year. Motion carried unanimously.

Motion by Director Mark Johnson, second by Director Bryce Johnson to approve the purchase of 25 computers for Inman Primary School. Motion carried unanimously.

Director Blackman joined the meeting at 7:22 p.m.

Motion by Director Mark Johnson, second by Director Bryce Johnson to accept the following bids for the 2017-2018 school year. Motion carried unanimously.

Pest Control: Sellers Pest Control, Low bid of \$120.00 per month

Propane: Pelgas, low bid of \$1.20 per gallon

Gasoline: Cubby's, low bid of \$.03 cents per gallon above vendor's cost

Trash Disposal: Batten Sanitation Service, only bid received

Motion by Director Blackman, second by Director Bryce Johnson of the following IASB 2017 Legislative Resolutions. Motion carried unanimously.

Standards and Accountability

Teacher Leadership and Development

School Funding Policy

Save (Secure an Advanced Vision for Education)

Motion by Director Mark Johnson, second by Director Blackman to approve Boyd Jones to develop a process, timeline and budget to vacate the Webster School property of all structures. Motion carried unanimously.

Motion by Director Blackman, second by Director Bryce Johnson to approve the resolution authorizing the redemption of outstanding general obligation school refunding bonds, Series 2010, of the Red Oak Community School District, State of Iowa, Dated April 29, 2010, and directing notice be given. Motion carried unanimously.

Motion by Director Blackman, second by Director Bryce Johnson to approve the appointment of Alley, Poyner, Macchietto Architect for new building project subject to reaching an acceptable contractual agreement. Motion carried unanimously. This decision was made due to the fact their cost is competitive, the trust of the board and community of the knowledge of the company, the continuity of service, they have demonstrated a community impact—long time plan, and maximizing the timeline to move forward.

Motion by Director Blackman, second by Director Bryce Johnson to approve the appointment of Boyd Jones Construction Manager for the new building project subject to reaching an acceptable contractual agreement. Motion carried unanimously. This decision was based on the same 5 criteria as Alley, Poyner, Macchietto Architect was selected plus the accuracy of project cost estimation of previous projects.

**Page 3 Continuation of July 10, 2017**

Motion by Director Blackman, second by Director Bryce Johnson to approve the first reading of the following board policies. Motion carried unanimously.

- 400: Role of and Guiding Principles for Employees
- 706.1 Payroll Periods

**Personnel Considerations**

Motion by Director Mark Johnson, second by Director Blackman to approve contracts for the following Instructional Coaches for 2017-2018 school year: Motion carried unanimously.

- Kelly Jones-Inman
- LeAnn Fluckey-Middle School
- SuAnn Crouse-Washington
- Janelle Erickson-High School

Motion by Director Blackman, second by Director Bryce Johnson to approve Dan Stoakes as High School Defensive Football Coordinator (salary of \$4,847.63) and Ryan Gelber as High School Offensive Football Coordinator (salary of \$4,847.63) for 2017-2018 school year. Motion carried unanimously.

Motion by Director Mark Johnson, second by Director Blackman to approve Adrienne Mahoney as Volleyball Volunteer Assistant Coach for 2017-2018 school year. Motion carried unanimously.

The IASB Finance Conference will be held July 19 at Prairie Meadows Conference Center in Altoona.

The next Board of Directors Meeting: **Monday, July 31, 2017 – 7:00 pm**  
Sue Wagaman Board Room  
Red Oak CSD Administrative Center

Motion by Director Blackman, second by Director Bryce Johnson to adjourn the meeting at 8:53 p.m.  
Motion carried unanimously.

---

Paul Griffen, President

---

Shirley Maxwell, Board Secretary

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Checking Account ID 1	Fund Number 10	OPERATING FUND
AGRIVISION	2610491	8.92
10 0010 2600 000 0000 618	KEYS FOR GATOR	8.92
AGRIVISION	2610497	398.27
10 0010 2600 000 0000 432	MOWER REPAIR	398.27
Vendor Name AGRIVISION		<u>407.19</u>
BELT AND SONS, R.K.	75075	40.01
10 0020 2700 000 0000 434	#26 OIL CHANGE	40.01
Vendor Name BELT AND SONS, R.K.		<u>40.01</u>
CARRIE WESTON - CR GRAPHICS	070917	75.00
10 0010 2600 000 0000 618	MS CAGE PARK SIGNSx3	75.00
Vendor Name CARRIE WESTON - CR GRAPHICS		<u>75.00</u>
CDW GOVERNMENT, INC.	JKS5009	338.62
10 0010 2235 000 0000 618	Tripp Lite 1500VA 900W Smart Tower AVR U	338.62
CDW GOVERNMENT, INC.	JKT3740	43.59
10 0010 2235 000 0000 618	Lenovo Essential Wireless Combo - keyboa	43.59
CDW GOVERNMENT, INC.	JLG6279	487.95
10 0010 2235 000 0000 618	Tripp Lite HDMI to VGA Converter Adapter	305.16
10 0010 2235 000 0000 618	StarTech.com 1m 3.5mm 4 Position TRRS He	182.79
Vendor Name CDW GOVERNMENT, INC.		<u>870.16</u>
CENTURY LINK	070117	132.00
10 0020 2490 000 0000 530	TRANSMITTER 2-WAY RADIO	132.00
Vendor Name CENTURY LINK		<u>132.00</u>
CHEMSEARCH	2776678	278.00
10 0010 2600 000 0000 432	WATER TREATMENT PROGRAM	278.00
Vendor Name CHEMSEARCH		<u>278.00</u>
CLARITUS	275580	166.85
10 0010 2321 000 0000 531	POSTAGE INK CARTRIDGE	166.85
Vendor Name CLARITUS		<u>166.85</u>
COUNCIL BLUFFS COMM SCHOOLS	063017	9,603.67
10 0010 1200 211 3301 567	SPED OPEN ENROLLMENT	9,603.67
Vendor Name COUNCIL BLUFFS COMM SCHOOLS		<u>9,603.67</u>
COUNSEL OFFICE & DOCUMENTS	248125	1,772.52
10 1902 1000 100 0000 359	WASH OFFICE CLICKS	12.81
10 1902 1000 100 0000 359	WASH MEDIA LEASE	134.42
10 1902 1000 100 0000 359	WASH OFFICE LEASE	113.98
10 1902 1000 100 0000 359	WASH MEDIA CLICKS	12.66
10 0010 2235 000 0000 350	STEADYSERVE	12.99
10 0010 2520 000 0000 618	TECH CENTER LEASE	250.78
10 0010 2520 000 0000 618	TECH CENTER CLICKS	75.94
10 3230 1000 100 0000 359	HS OFFICE CLICKS	72.69
10 3230 1000 100 0000 359	HS OFFICE LEASE	160.48

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 3230 1000 100 0000 359	HS MEDIA CENTER LEASE	134.38
10 3230 1000 100 0000 359	HS MEDIA CLICKS	24.90
10 2020 1000 100 0000 359	MS MEDIA CENTER CLICKS	0.48
10 2020 1000 100 0000 359	MS MEDIA LEASE	107.69
10 2020 1000 100 0000 359	MS OFFICE LEASE	139.00
10 2020 1000 100 0000 359	MS OFFICE CLICKS	47.44
10 1901 1000 100 0000 359	IPS LOUNGE CLICKS	4.91
10 1901 1000 100 0000 359	IPS OFFICE CLICKS	47.56
10 1901 1000 100 0000 359	IPS OFFICE LEASE	139.00
10 1901 1000 100 0000 359	IPA MEDIA LEASE	134.38
10 1901 1000 100 0000 359	IPS MEDIA CLICKS	38.34
10 1901 1000 100 0000 359	IPS LOUNGE LEASE	107.69
Vendor Name	COUNSEL OFFICE & DOCUMENTS	<u>1,772.52</u>
DICKEL DUIT OUTDOOR POWER, INC.	25744	270.92
10 0010 2600 000 0000 618	HUSTLER MOWER PARTS	270.92
Vendor Name	DICKEL DUIT OUTDOOR POWER, INC.	<u>270.92</u>
DOLLAR GENERAL	071117-8592	162.75
10 3230 1300 310 0000 612	AG STORAGE SUPPLIES	162.75
Vendor Name	DOLLAR GENERAL	<u>162.75</u>
DOUGHERTY, CHUCK	063017	360.00
10 0010 1363 100 0000	DRIVERSED REIMBURSEMENT- WRONG SCHOOLDIST	360.00
Vendor Name	DOUGHERTY, CHUCK	<u>360.00</u>
DOVEL REFRIGERATION	9578	3,050.46
10 0010 2600 000 0000 432	49 ACS @ MS CLEANED	3,050.46
Vendor Name	DOVEL REFRIGERATION	<u>3,050.46</u>
EAST MILLS COMMUNITY SCHOOLS	063017	8,425.62
10 0010 1200 211 3301 567	LEVEL 1 SPED -2nd SEMESTER	8,425.62
Vendor Name	EAST MILLS COMMUNITY SCHOOLS	<u>8,425.62</u>
ECHO ELECTRIC SUPPLY	S7254374.001	834.60
10 0010 2600 000 0000 618	ballasts	477.60
10 0010 2600 000 0000 618	bulbs t8	357.00
Vendor Name	ECHO ELECTRIC SUPPLY	<u>834.60</u>
ESSEX COMMUNITY SCHOOL DIST.	063017	8,337.20
10 0010 1200 211 3301 567	SPED 1-2ND SEMESTER	8,337.20
Vendor Name	ESSEX COMMUNITY SCHOOL DIST.	<u>8,337.20</u>
FIRST BANKCARD	062317	861.24
10 3230 2213 132 3376 613	HS PROF DEV BOOKS	266.51
10 3230 2213 132 3376 613	TM-PROF DEV BOOKS	47.74
10 2020 2213 132 3376 618	MS PROF DEV BOOKS	266.51
10 0010 2310 000 0000 611	PACKAGE SHIPPING	13.97
10 1901 2213 132 3376 618	IPS PROF DEV BOOKS	266.51
FIRST BANKCARD	070717	69.98
10 0010 2600 000 0000 618	PAINT-WASH OFFICE	69.98
FIRST BANKCARD	071617	1,240.00
10 3230 2213 132 3376 320	CPM TRAINING-FRISCO, CO-HSx3	1,240.00

5



Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Vendor Name	FIRST BANKCARD	<u>2,171.22</u>
GLENWOOD COMMUNITY SCHOOLS	063017	1,744.32
10 0010 1200 217 3303 567	JUNE APEX PROGRAM	1,744.32
GLENWOOD COMMUNITY SCHOOLS	063017-01	5,662.80
10 0010 1200 211 3301 567	LEVEL 1 SPED-2nd SEMESTER	6,643.80
10 0010 1200 217 3303 561	CREDIT-LEVEL 3 SPED-2nd SEMESTER	(981.00)
Vendor Name	GLENWOOD COMMUNITY SCHOOLS	<u>7,407.12</u>
HEALTHY TURF LAWN CARE, INC	4731	2,010.00
10 0010 2600 000 0000 424	SPRING FERTILIZER TREATMENT DISTRICT	2,010.00
HEALTHY TURF LAWN CARE, INC	4959	565.00
10 0010 2600 000 0000 424	SUMMER FERTILIZIER FBALL FIELDS & BBALL	565.00
Vendor Name	HEALTHY TURF LAWN CARE, INC	<u>2,575.00</u>
HI-WAY 242 AUTO BODY	063017	1,328.00
10 0010 1999 000 0000	2008 THOMAS BUS REPAIR	1,328.00
Vendor Name	HI-WAY 242 AUTO BODY	<u>1,328.00</u>
HOLIDAY INN DES MOINES AIRPORT	75905	181.44
10 0020 2700 000 0000 580	Hotel	181.44
Vendor Name	HOLIDAY INN DES MOINES AIRPORT	<u>181.44</u>
IOWA ASSN OF SCHOOL BOARDS	071917	170.00
10 0010 2510 000 0000 340	FISCAL CONFERENCE-SM	170.00
IOWA ASSN OF SCHOOL BOARDS	BKGRD0000026 11	36.00
10 0010 2310 000 0000 320	BACKGROUND CHECKS	36.00
Vendor Name	IOWA ASSN OF SCHOOL BOARDS	<u>206.00</u>
IOWA COMMUNICATIONS NETWORK	506229	6.00
10 0010 2236 000 0000 536	JUNE ICN CHARGES	6.00
Vendor Name	IOWA COMMUNICATIONS NETWORK	<u>6.00</u>
IOWA DIVISION OF LABOR SERVICE	157255	760.00
10 0010 2600 000 0000 432	BOILER INSPECTIONS	760.00
Vendor Name	IOWA DIVISION OF LABOR SERVICE	<u>760.00</u>
IPTA	070117	290.00
10 0020 2700 000 0000 340	IPTA Conference	290.00
Vendor Name	IPTA	<u>290.00</u>
LAMINATOR.COM	133236	132.17
10 1902 1000 100 0000 612	3 mil. 27"x250 ft. roll laminating film	127.67
10 1902 1000 100 0000 612	Shipping and handling for laminating fil	4.50
Vendor Name	LAMINATOR.COM	<u>132.17</u>
LEADING EDGE LAMINATING	31187	1,262.50
10 1901 1000 100 0000 612	LAMINATION FILM 25"X250' X1" CORE 3.0 MI	1,262.50

6

07/28/2017 02:52 PM

Unposted; Batch Description JULY 31 BOARD MEETING, 2017-0001

User ID: BLAYM

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Vendor Name	LEADING EDGE LAMINATING	1,262.50
LEWIS CENTRAL COMMUNITY SCHOOL	062917	418.73
10 3230 1000 100 0000 565	CONCURRENT CLASSES-IWCC	418.73
Vendor Name	LEWIS CENTRAL COMMUNITY SCHOOL	418.73
MAIL FINANCE	N6652247	440.77
10 0010 2410 000 0000 531	MAIL LEASE	440.77
Vendor Name	MAIL FINANCE	440.77
MIDAMERICAN ENERGY	063017	140.21
10 1912 2600 000 0000 622	WEBSTER SCHOOL ELECT	140.21
MIDAMERICAN ENERGY	063017-01	563.24
10 0030 2600 000 0000 622	SPORTS COMPLEX ELECT	563.24
MIDAMERICAN ENERGY	063017-1	27,526.66
10 0030 2600 000 0000 622	FBALL FIELD ELECT	14.28
10 0030 2600 000 0000 621	FBALL FIELD GAS	11.08
10 1901 2600 000 0000 622	IPS ELECT	6,299.67
10 2020 2600 000 0000 622	BBALL COURT ELECT	37.06
10 2020 2600 000 0000 622	MS ELECT	4,134.41
10 1902 2600 000 0000 622	WASH ELECT	2,725.56
10 0020 2600 000 0000 622	BUS BARN ELECT	239.72
10 0020 2600 000 0000 621	BUS BARN GAS	24.18
10 3230 2600 000 0000 622	TECH ELECT	14,040.70
Vendor Name	MIDAMERICAN ENERGY	28,230.11
OREILLY AUTO PARTS	0298-428866	9.99
10 0010 2600 000 0000 618	HOOK SET	9.99
Vendor Name	OREILLY AUTO PARTS	9.99
PBIS REWARDS	PBIS66387	860.00
10 2020 1920 100 8202 612	17-18 PBIS REWARDS SERVICE PROPOSAL NUMB	860.00
Vendor Name	PBIS REWARDS	860.00
PHONAK	5155913016	180.00
10 0010 2640 211 3301 433	COMPREHENSIVE SERVICE PLAN /HEARING DEVI	180.00
Vendor Name	PHONAK	180.00
PLUMB SUPPLY/RIBACK SUPPLY	4645591	216.20
10 0010 2600 000 0000 618	FAUCET-WASH LOUNGE	216.20
Vendor Name	PLUMB SUPPLY/RIBACK SUPPLY	216.20
PRINCIPAL FINANCIAL GROUP	072717	88.56
10 0010 1000 100 8018 270	AUGUST DENTAL	88.56
Vendor Name	PRINCIPAL FINANCIAL GROUP	88.56
PRO LAWNS & LANDSCAPING, LCC	3043	250.00
10 0010 2600 000 0000 442	RENTAL BOBCAT-RUTS/HS/SBALL & BBALL FIE	250.00
Vendor Name	PRO LAWNS & LANDSCAPING, LCC	250.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
RED OAK COMMUNITY SCHOOL DIST	063017	2,438.84
10 1901 1000 100 8001 320	PTO k-3 TRANSPORATION APRIL-JUNE	1,193.98
10 3230 1200 410 1112 580	ELL TRAINING TRANSPORATION APRIL-JUNE	102.40
10 0010 1200 217 3303 580	SPED-TRAINING TRANSPORATION APRIL-JUNE	29.60
10 0010 1000 470 1118 580	ELO/TAG TRANSPORATION APRIL-JUNE	476.66
10 0010 2310 000 0000 580	SM FINANCE TRANSPORATION APRIL-JUNE	102.00
10 2020 1000 100 0000 580	MS INSTRUCTION TRANSPORATION APRIL-JUNE	86.86
10 2020 2410 000 0000 580	PRINTRAINING TRANSPORATION APRIL-JUNE	103.20
10 0010 1000 420 1119 580	IJAG TRANSPORATION APRIL-JUNE	108.00
10 3230 1300 310 0000 580	CTE TRAINING TRANSPORATION APRIL-JUNE	46.00
10 3230 2410 000 0000 580	PRINCIPAL TRAIN TRANSPORATION APRIL-JUNE	104.00
10 1902 1000 100 8002 618	WASH PTO TRANSPORATION APRIL-JUNE	39.50
10 1900 1000 420 3238 580	RIGHTSTART PRESCHOOL TRANSPORATION APRIL	46.64
RED OAK COMMUNITY SCHOOL DIST	072517	130.00
10 0010 2110 490 8027 618	ADDITIONAL INSURANCE-YES MENTORING 17-18	130.00
Vendor Name RED OAK COMMUNITY SCHOOL DIST		<u>2,568.84</u>
RED OAK DO IT CENTER	419374	1,005.00
10 0010 2600 000 0000 432	WASH-FENCING by AC	1,005.00
Vendor Name RED OAK DO IT CENTER		<u>1,005.00</u>
RED OAK EXPRESS	063017	248.34
10 0010 2572 000 0000 540	BOARD MEETINGS	248.34
Vendor Name RED OAK EXPRESS		<u>248.34</u>
RED OAK GLASS	13514	180.00
10 0020 2700 000 0000 434	#1A BUS WINDSHIELD INSTALL	180.00
Vendor Name RED OAK GLASS		<u>180.00</u>
RIVERSIDE TECHNOLOGIES, INC	0169735	1,000.00
10 0010 2235 000 0000 350	AUGUST SERVICE CONTRACT	1,000.00
Vendor Name RIVERSIDE TECHNOLOGIES, INC		<u>1,000.00</u>
SAI	071317	525.00
10 0010 2321 000 0000 320	TM-SAI CONF REGISTRATION	175.00
10 1901 2410 000 0000 320	GA=SAI CONF REGISTRATION	175.00
10 2020 2410 000 0000 320	NP-SAI CONF REGISTRATION	175.00
Vendor Name SAI		<u>525.00</u>
SCHOOL ADMINISTRATORS OF IOWA	072117	4,180.00
10 0010 2310 000 0000 810	PRINCIPALS/SUPER. MEMBERSHIPS	4,180.00
SCHOOL ADMINISTRATORS OF IOWA	200000135	110.00
10 1901 2410 000 0000 320	FOCUSED PLANNING-GA	110.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
SCHOOL ADMINISTRATORS OF IOWA	200000287	110.00
10 3230 2410 000 0000 320	FOCUSED PLANNING-JS	110.00
SCHOOL ADMINISTRATORS OF IOWA	200000288	110.00
10 0010 2321 000 0000 320	FOCUSED PLANNING-TM	110.00
SCHOOL ADMINISTRATORS OF IOWA	200000367	110.00
10 2020 2410 000 0000 320	FOCUSED PLANNING CONF-NP	110.00
Vendor Name SCHOOL ADMINISTRATORS OF IOWA		<u>4,620.00</u>
SCHOOL DUDE	10434	500.00
10 0010 2235 000 0000 652	ConnectAuthenticate - Activation Fee	500.00
Vendor Name SCHOOL DUDE		<u>500.00</u>
SELLERS PEST CONTROL-ART SELLERS	24619	120.00
10 0010 2600 000 0000 425	DISTRICT WIDE PEST CONTROL	120.00
Vendor Name SELLERS PEST CONTROL-ART SELLERS		<u>120.00</u>
STANTON COMMUNITY SCHOOL DIST.	063017	30,554.55
10 0010 1200 211 3301 567	2ND SEMESTER-LEVEL 1 SPED	30,554.55
Vendor Name STANTON COMMUNITY SCHOOL DIST.		<u>30,554.55</u>
SUPPLY WORKS	406015701	1,644.00
10 0010 2600 000 0000 618	60 RENOWN 38x60 LINERS	1,644.00
Vendor Name SUPPLY WORKS		<u>1,644.00</u>
UNITED FARMERS COOPERATIVE	0295428	35.90
10 0010 2600 000 0000 618	PROPANE TANK REFILL	35.90
UNITED FARMERS COOPERATIVE	0295446	45.96
10 0010 2600 000 0000 618	SBALL FIELD SIGNS GLAZE	45.96
UNITED FARMERS COOPERATIVE	0295569	18.58
10 0010 2600 000 0000 618	BBALL FIELD WINDSCREENS	18.58
UNITED FARMERS COOPERATIVE	0296205	5.96
10 0010 2600 000 0000 618	KEYS BBALL GATE PADLOCKSx4	5.96
UNITED FARMERS COOPERATIVE	0296458	32.99
10 0010 2600 000 0000 618	FIELD BROOM REPAIR WATER LINE SUPPLIES	32.99
UNITED FARMERS COOPERATIVE	0296693	4.29
10 0010 2600 000 0000 618	HS ART ROOM DOOR BELT	4.29
UNITED FARMERS COOPERATIVE	0297719	194.43
10 0010 2600 000 0000 618	SPRAY- GROUNDS MAIN SUPPLIES	194.43
UNITED FARMERS COOPERATIVE	0298017	12.00
10 0020 2700 000 0000 618	4x8 3/4 CCX MCA SUPPLIES	12.00
UNITED FARMERS COOPERATIVE	063017	1,466.14
10 0020 2700 000 0000 626	GAS	828.01
10 0020 2700 000 0000 627	DIESEL	194.82
10 0010 2650 000 0000 626	FUEL-MOWERS/UTILITIES	26.15
10 0020 2700 000 0000 628	PROPANE	281.30
10 0020 2700 000 0000 628	PROPANE TAX	135.86
Vendor Name UNITED FARMERS COOPERATIVE		<u>1,816.25</u>
UNITED SCHOOL BUS SEAT SERVICE	41930	152.68
10 0020 2700 000 0000 618	4 BLUEBIRD BACK FOAMS	152.68
Vendor Name UNITED SCHOOL BUS SEAT SERVICE		<u>152.68</u>

9

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
WARD'S SCIENCE	8049098570	64.52
10 3230 1300 310 0000 612	Classroom Supplies	64.52
Vendor Name	WARD'S SCIENCE	<u>64.52</u>

WOODRIVER ENERGY LLC	139765	1,583.88
10 3230 2600 000 0000 621	HS GAS	829.40
10 2020 2600 000 0000 621	MS GAS	114.45
10 1912 2600 000 0000 621	TECH GAS	195.85
10 1902 2600 000 0000 621	WASH GAS	58.73
10 1902 2600 000 0000 621	IPS GAS	362.09
10 0020 2600 000 0000 621	WEBSTER GAS	23.36
Vendor Name	WOODRIVER ENERGY LLC	<u>1,583.88</u>

WOODWARD GRANGER COMM. SCHOOLS	063017	1,154.89
10 0010 1200 211 3301 567	SPED 1-2nd SEMESTER	1,154.89
Vendor Name	WOODWARD GRANGER COMM. SCHOOLS	<u>1,154.89</u>

Fund Number 10 129,538.71

Checking Account ID 1	Fund Number 22	MANAGEMENT FUND
IOWA WORKFORCE DEVELOPMENT	063017	881.85
22 0010 3110 000 0000 250	COOKS UNEMPLOYMENT	881.85
Vendor Name	IOWA WORKFORCE DEVELOPMENT	<u>881.85</u>

Fund Number 22 881.85

Checking Account ID 1	Fund Number 33	CAPITAL PROJECTS - LOST
MCCLURE ENGINEERING CO	15705	1,980.75
33 0010 4700 000 0000 450	LIGHTING PROJECT	1,980.75
Vendor Name	MCCLURE ENGINEERING CO	<u>1,980.75</u>

Fund Number 33 1,980.75

Checking Account ID 1	Fund Number 36	PHYSICAL PLANT & EQUIPMENT
AEL, INC	020317	1,983.75
36 2020 4700 000 0000 450	RETAINAGE ADA ELEVATOR	1,983.75
Vendor Name	AEL, INC	<u>1,983.75</u>

DICKEL DUIT OUTDOOR POWER, INC.	25709	10,036.00
36 0010 2600 000 0000 739	17047698-2017 HUSTLER MOWER	10,036.00
Vendor Name	DICKEL DUIT OUTDOOR POWER, INC.	<u>10,036.00</u>

RIVERSIDE TECHNOLOGIES, INC	0169264	7,801.18
36 1901 2235 000 0000 739	TrippLite 5000VA 4000W UPS Smart Rackmou	3,900.59
36 2020 2235 000 0000 739	TrippLite 5000VA 4000W UPS Smart Rackmou	3,900.59
RIVERSIDE TECHNOLOGIES, INC	0169339	6,771.54
36 3900 2235 000 0000 739	TrippLite 5000VA 4000W UPS Smart Rackmou	3,385.77
36 3230 2235 000 0000 739	TrippLite 5000VA 4000W UPS Smart Rackmou	3,385.77
Vendor Name	RIVERSIDE TECHNOLOGIES, INC	<u>14,572.72</u>

Fund Number 36 26,592.47

Checking Account ID 1		158,993.78
Checking Account ID 2	Fund Number 61	SCHOOL NUTRITION FUND

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
BELT AND SONS, R.K.	75161	296.24
61 0010 2600 000 0000 434	LUNCH VAN-REPAIRED AC	296.24
Vendor Name BELT AND SONS, R.K.		<u>296.24</u>
Fund Number 61		<u>296.24</u>
Checking Account ID 2		296.24
Checking Account ID 3	Fund Number 21	STUDENT ACTIVITY FUND
BISSEN, JEFF	070817	75.00
21 0010 1400 920 6730 320	VAR BBALL OFFICIAL	75.00
Vendor Name BISSEN, JEFF		<u>75.00</u>
BRUNSTING, ROD	062317	125.00
21 0010 1400 920 6730 320	JV VAR BBALL OFFICIAL	125.00
Vendor Name BRUNSTING, ROD		<u>125.00</u>
DRUMMOND, DOUG	052717	110.00
21 0010 1400 920 6835 320	SBALL TOURNEY	110.00
Vendor Name DRUMMOND, DOUG		<u>110.00</u>
ETHEN, CHRIS	062917	100.00
21 0010 1400 920 6730 320	DB BB OFFICIAL	100.00
Vendor Name ETHEN, CHRIS		<u>100.00</u>
FREED, WAYNE	062817	75.00
21 0010 1400 920 6835 320	VAR SBALL OFFICIAL	75.00
Vendor Name FREED, WAYNE		<u>75.00</u>
HOOGESTRAAT, JD	052717	110.00
21 0010 1400 920 6835 320	SB TOURNEY OFFICIAL	110.00
Vendor Name HOOGESTRAAT, JD		<u>110.00</u>
IA GIRLS H.S. ATHLETIC UNION	070517	1,152.00
21 0010 1400 920 6600 320	REGIONAL SOFTBALL GAME	1,152.00
Vendor Name IA GIRLS H.S. ATHLETIC UNION		<u>1,152.00</u>
JAMES, DANIEL	070617	125.00
21 0010 1400 920 6730 320	JV/V BB OFFICIAL	125.00
Vendor Name JAMES, DANIEL		<u>125.00</u>
JAMES, MIKE	070617	125.00
21 0010 1400 920 6730 320	JV/V BB OFFICIAL	125.00
Vendor Name JAMES, MIKE		<u>125.00</u>
JONES, RICK	062917	125.00
21 0010 1400 920 6835 320	VAR DH SBALL OFFICIAL	125.00
Vendor Name JONES, RICK		<u>125.00</u>
JONES, RON	052717	110.00
21 0010 1400 920 6835 320	SB TOURNEY OFFICIAL	110.00
Vendor Name JONES, RON		<u>110.00</u>
LARSON, MARK	052717	110.00

11

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
21 0010 1400 920 6835 320	SB TOURNEY OFFICIAL	110.00
Vendor Name LARSON, MARK		<u>110.00</u>
LOVETTE/GLS & ASSOC, GREG	052717	110.00
21 0010 1400 920 6835 320	SB TOURNEY OFFICIAL	110.00
Vendor Name LOVETTE/GLS & ASSOC, GREG		<u>110.00</u>
RAMIREZ, DANA	071917	16.00
21 0010 1400 920 6815 580	VB FUEL REIMBURSEMENT	16.00
Vendor Name RAMIREZ, DANA		<u>16.00</u>
RED OAK COMMUNITY SCHOOL DIST	063017	3,154.79
21 0010 1400 920 6810 580	GIRLS BBALL SCRIMMAGE TRANS- APRIL-JUNE	73.60
21 0010 1400 920 6710 580	BOYS BBALL SCRIMMAGE TRANS APRIL-JUNE	227.60
21 2020 1400 910 6220 618	MS BAND TRANSPORATION APRIL- JUNE	889.44
21 3230 1400 910 6220 618	HS BAND TRANSPORATION APRIL- JUNE	674.05
21 3230 1400 950 7407 580	FFA TRANSPORATION APRIL-JUNE	353.60
21 3230 1400 950 7418 618	SENIOR CLASS TRIP TRANSPORATION APRIL-JU	783.70
21 3230 1400 950 7459 618	FBALL;BBALL CHEER CAMP TRANS APRIL-JUNE	152.80
Vendor Name RED OAK COMMUNITY SCHOOL DIST		<u>3,154.79</u>
ROMINE, RON	062817	75.00
21 0010 1400 920 6835 320	VAR SBALL OFFICIAL	75.00
ROMINE, RON	062917	125.00
21 0010 1400 920 6835 320	VAR DH SBALL OFFICIAL	125.00
Vendor Name ROMINE, RON		<u>200.00</u>
TITKEMEIER, MATT	052717	110.00
21 0010 1400 920 6835 320	SB TOURNEY OFFICIAL	110.00
Vendor Name TITKEMEIER, MATT		<u>110.00</u>
UNITED FARMERS COOPERATIVE	063017	31.18
21 3230 1400 950 7407 618	FFA GAS	31.18
Vendor Name UNITED FARMERS COOPERATIVE		<u>31.18</u>
VOSS, RORY	062317	125.00
21 0010 1400 920 6730 320	JV/VAR OFFICAL	125.00
VOSS, RORY	062917	100.00
21 0010 1400 920 6730 320	DB BB OFFICIAL	100.00
Vendor Name VOSS, RORY		<u>225.00</u>
Fund Number 21		<u>6,188.97</u>
Checking Account ID 3		6,188.97
Checking Account ID 8	Fund Number 81	SCHOLARSHIP FUNDS
CORNELSON/UNIVERSITY OF NEBRASKA	072617	80.00
OMAHA, JORDYN		
81 0000 1000 600 9807 329	LINGO SCHOLARSHIP-2nd YR-1ST SEMESTER	80.00
Vendor Name CORNELSON/UNIVERSITY OF		<u>80.00</u>

12

07/28/2017 02:52 PM

Unposted; Batch Description JULY 31 BOARD MEETING, 2017-0001

User ID: BLAYM

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
NEBRASKA OMAHA, JORDYN		
LAUREN GILBERT/UNIVERSITY OF NEBRASKA-LINCOLN	072617	500.00
81 0000 1000 600 9804 329	KINNISON SCHOLARSHIP	500.00
LAUREN GILBERT/UNIVERSITY OF NEBRASKA-LINCOLN	072617-01	200.00
81 0000 1000 600 9807 329	LINGO SCHOLARSHIP-1ST YEAR-1ST SEMESTER	200.00
Vendor Name	LAUREN GILBERT/UNIVERSITY OF NEBRASKA-LINCOLN	<u>700.00</u>
SAMANTHA DILOCKER/UNIVERSITY OF IOWA 072617		
81 0000 1000 600 9811 329	SCHOLARSHIP-DANETTE HARMAN	200.00
SAMANTHA DILOCKER/UNIVERSITY OF IOWA	072617-01	500.00
81 0000 1000 100 9809 329	MURPHY SCHOLARSHIP	500.00
Vendor Name	SAMANTHA DILOCKER/UNIVERSITY OF IOWA	<u>700.00</u>
WESTON ROLENC/UNIV OF NORTHERN IOWA 072617		
81 0000 1000 600 9801 329	PLANK SCHOLARSHIP	750.00
Vendor Name	WESTON ROLENC/UNIV OF NORTHERN IOWA	<u>750.00</u>
WILL WEST/UNIVERSITY OF SOUTH DAKOTA 072617		
81 0000 1000 600 9810 329	LAUGHLIN SCHOLARSHIP	1,150.00
Vendor Name	WILL WEST/UNIVERSITY OF SOUTH DAKOTA	<u>1,150.00</u>
Fund Number	81	<u>3,380.00</u>
Checking Account ID	8	<u>3,380.00</u>



**2016-2017**

**FEES**

**TEXTBOOKS/WORKBOOKS**

<b><u>LEVEL:</u></b>	<b>K-5</b>	<b>\$30.00</b>
	<b>6-12</b>	<b>\$50.00</b>

<b>STUDENT ACTIVITY TICKET:</b>	<b>\$50.00</b>
<b>ADULT PASS:</b>	<b>\$60.00</b>
<b>FAMILY PASS:</b>	<b>\$160.00</b>

**Red Oak Early Childhood Fees**

**Kaleidoscope and Early Childhood Model Students (half day programs):**

<b>Full Pay</b>	<b>\$30.00 per month</b>	<b>Qualified pay</b>	<b>\$15.00 per month</b>
-----------------	--------------------------	----------------------	--------------------------

**Right Start (all day program):**

<b>Full Pay</b>	<b>\$50.00 per month</b>	<b>Qualified pay</b>	<b>\$25.00 per month</b>
-----------------	--------------------------	----------------------	--------------------------



# Document C132™ – 2009

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

**AGREEMENT** made as of the 1st day of August in the year 2017  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Red Oak Community School District  
2011 North 8th  
Red Oak, Iowa 51566  
Telephone Number: 712-623-6600  
Fax Number: 712-623-6603

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

Boyd Jones Construction Company  
4360 Nicholas Street  
Omaha, Nebraska 68131  
Telephone Number: 402-553-1804  
Fax Number: 402-561-7705

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

Additions and Renovations to the Red Oak High School and Inman Campuses  
Red Oak High School - 2011 North 8th Street, Red Oak, IA 51566  
Inman Campus - 900 Inman Drive, Red Oak, IA 51566

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

Alley Poyner Macchietto Architects, P.C.  
1516 Cuming Street  
Omaha, NE 68102  
(402) 341-1544

The Owner and Construction Manager 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 B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

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

15

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 SCOPE OF CONSTRUCTION MANAGER'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.)*

As developed by Alley Poyner Macchietto Architecture, P.C. and approved by the Owner.

§ 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.)*

Existing 1969 High School, approximately 60,000 square feet (SF); Existing 2001 Tech Center at approximately 40,000 square feet (SF); Existing Inman Primary School at approximately 60,000 square feet (SF); High School Campus topographic survey dated 3/27/2015, by JFCO Engineering; High School campus geotechnical report dated 8/26/2015 by Thompson, Dreesen and Dorner, Inc (TD2); No work to Washington Intermediate School under this Agreement.

§ 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.)*

Twenty-Nine Million One Hundred Sixty Thousand Dollars (\$29,160,000.00).

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

- .1 Design phase milestone dates, if any:

Construction Documents: February 28, 2018

**.2 Commencement of construction:**

Spring 2018

**.3 Substantial Completion date or milestone dates:**

*(Paragraphs deleted)* Buildings ready for occupancy one month prior to the beginning of the 2020-2021 fall school year.

**§ 1.1.5** The Owner intends the following procurement method for the Project:  
*(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)*

The number of prime contracts to be determined and approved by the Owner after consultation with the Construction Manager.

**§ 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.)*

To be determined.

**§ 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.)*

Not applicable.

**§ 1.1.8** The Owner identifies the following representative in accordance with Section 5.5:  
*(List name, address and other information.)*

Tom Messinger, Superintendent  
Shirley Maxwell, Business Manager  
Red Oak Community School District  
2011 North 8th  
Red Oak, Iowa 51566

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

Red Oak Community School District Board of Directors as may be required by law.

**§ 1.1.10** Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:  
*(List name, legal status, address and other information.)*

**.1 Land Surveyor:**

McClure Engineering Company (JEFSCO) 608 North 2<sup>nd</sup> Street / P.O. Box 449 Red Oak, IA 51566

**.2 Geotechnical Engineer:**

Thompson, Dreesen & Dorner Inc. (TD2) 10836 Old Mill Road Omaha, NE 68154

.3 Civil Engineer:

Included in Architect's Basic Services

.4 Other:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:  
(List name, address and other information.)

Mark Pfister  
Boyd Jones Construction Company  
4360 Nicholas Street  
Omaha, NE 68131  
Telephone Number: 402-553-1804  
Fax Number: 402-561-7705

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:  
(List any specific requirements and personnel to be included in the staffing plan, if known.)

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

.1 Cost Estimator:

(List name, legal status, address and other information.)

Boyd Jones Construction Company  
4360 Nicholas Street  
Omaha, Nebraska 68131  
402-553-1804  
402-561-7705

.2 Other consultants:

To be determined.

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

To be determined.

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

To be determined.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the schedules, the Construction Manager's services and the Construction Manager's compensation.

**ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES**

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

18

Init.

§ 2.2.1 The Construction Manager has been engaged to provide professional construction management services because of its character, expertise, experience and qualifications in dealing with public projects of similar scope. The Construction Manager shall exercise skill and care consistent with the expertise, experience and qualifications of construction management professionals necessary for the successful performance of this educational project.

§ 2.2.2 Construction Manager shall provide professional construction management services on this Project. Such professional services include substantial discretion and authority to plan, schedule, estimate, approve, coordinate, manage and direct phases of the Project, within the parameters of the Contract Documents. Owner hereby finds and Construction Manager hereby represents and concurs that professional construction management services require a high degree of professional skill and experience in the construction management industry, and that Construction Manager possesses such requisite skill and experience to manage a public construction project of this size and type. The Construction Manager represents that he is knowledgeable in public construction and shall exercise reasonable care and skill to comply with all applicable federal and state laws as well as rules, regulations and specifications adopted by any agency with authority over the construction of this Project.

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

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

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

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

§ 2.6 The Construction Manager 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 Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) for each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) combined single limit and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager 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 One Million Dollars (\$ 1,000,000.00 ).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per claim and in the aggregate. The Construction Manager shall maintain this coverage until completion of the Project and for a period of two (2) years thereafter.

19

§ 2.6.6 The Construction Manager 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.

### ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

#### § 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors and other services as may be necessary to provide a complete and accurate performance of services. The Construction Manager shall exercise reasonable care in the event it engages engineers, consultants, subcontractors, agents, employees and/or officers (collectively the Consultants) to engage only such persons and entities who possess the experience, skill, knowledge and character necessary to qualify them individually for the particular duties they perform and who shall perform all work in conformity with the standards of reasonable care and skill with respect to professional services they are rendering. The Construction Manager assumes responsibility and liability for the acts, errors and omissions of its Consultants.

#### § 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall update the Construction Management Plan over the course of the Project, unless additional updates are requested by the Owner.

§ 3.2.3.1 The Construction Manager shall also prepare a detailed estimate of construction costs to include all phases and costs associated with the Project. The Construction Budget shall be accompanied by a report to the Owner identifying variances from the Owner's Project Budget. Such report shall be updated on a monthly basis as otherwise needed. The Construction Manager shall make suggestions of alternative construction as necessary to maintain the construction budget and shall facilitate decisions by the Owner and Architect when changes to the design are required to remain within the Owner's Project and Construction Budget.

§ 3.2.4 Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment and methods of Project delivery. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction Manager shall prepare and routinely update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities with anticipated

construction schedules and highlighted critical and long lead-time items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's last-approved construction budget and make recommendations for corrective action.

§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings, Specifications and any other Construction Documents and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.16 The Construction Manager shall provide the Owner with information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 Following the Owner's approval of the Drawings, Specifications and other Construction Documents, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

21



§ 3.2.18 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager and the Architect shall work together to answer questions from bidders and issue addenda. The Construction Manager shall work with the Owner and its legal counsel, as necessary, to ensure all Iowa Competitive Bidding Laws as outlined in Iowa Code Chapters 26 and 573, as amended from time to time.

§ 3.2.20 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 3.2.21 The Construction Manager shall prepare for the Owner's review, Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.2.22 The Construction Manager shall obtain on the Owner's behalf, building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

### § 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates thirty (30) days after the Owner accepts the Architect issued final Certificate for Payment, except for the continuing duty to provide a one-year warranty inspection.

§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance during the construction phase, provide full-time attendance at the Project site whenever the Work is being performed, and when otherwise necessary even when work is not being performed as determined by Construction Manager.

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as may be amended. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents. Owner and Construction Manager agree that Construction Manager will provide full-time (or some other amount of time as agreed between the parties) administration at the Project site during the Construction Phase.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors.

§ 3.3.7 Consistent with various bidding documents and utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

*(Paragraph deleted)*

§ 3.3.9 If the Construction Manager identifies that Work is not in conformance with the Contract Documents the Construction Manager will immediately stop the Work (unless the non-conformance is of a very minor nature and will not impact the continuation of Work on the Project) and recommend to the Owner and Architect a course of corrective or other action. The Construction Manager shall work solely for the benefit of the Owner.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and advise the Owner and Architect as to variances between actual and budgeted or estimated costs.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of

minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager 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 for the Contractor's own Work, 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.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager 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 of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager'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 Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.17.1 The Construction Manager shall receive certificates of insurance and bond documents from the Contractors and forward them to the Owner with a copy to the Architect.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

Init.

*(Paragraph deleted)*

**§ 3.3.19** In collaboration with the Architect, the Construction Manager shall establish and implement procedures for expediting the process and approval of Shop Drawings, Product Data, Samples and other submittals. The Construction Manager shall review all Shop Drawings, Product Data, Samples and other submittals from the Contractors for general compliance with the Contract Documents and applicable laws, ordinances, building codes and regulations. The Construction Manager shall coordinate submittals with information contained in related documents and transmit to the Architect, with copies to the Owner, of those which have been approved by the Construction Manager. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner or the Architect.

**§ 3.3.20** The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require or request.

**§ 3.3.20.1** The Construction Manager shall record the progress of the Project. On a monthly basis, or as otherwise necessary due to a status change in the project schedule, etc., the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Multiple Prime Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports; and
- .11 Any other items the Owner may require or request.

**§ 3.3.20.2** In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractor's work force report;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require;

Not applicable.

**§ 3.3.21** The Construction Manager shall maintain at the site one recorded copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

**§ 3.3.22** The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.24.1 Upon achievement of substantial completion, the Construction Manager shall assist the Architect in performing its responsibilities in accordance with procedures for the review and processing of applications by contractors for progress payments and final payments as the Owner's Designated Representative under Iowa law for purposes of evaluating the release of retainage.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens and/or Iowa Code Chapter 573 claims or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The Construction Manager shall secure and transmit to the Architect warranties and similar submittals required by the Contract Documents for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment upon compliance with the requirements of the Contract Documents. Prior to final completion of the Project, the Construction Manager shall compile manufacturers' operations and maintenance manuals, warranties, and guarantees, and certificates, and index and bind such documents in an organized manner and provide the binder to the Owner. The Construction Manager shall also secure and transmit to the Owner required affidavits, releases, bonds and waivers and shall deliver to the Owner all keys and other information. In consultation with the Architect, the Construction Manager shall determine when the Project and the Contractor's work is finally completed, and shall provide to the Owner a written recommendation regarding payment to the Contractor and shall issue a final Project Application for payment upon compliance with the requirements of the Contract Documents. At the conclusion of the Project, the Construction Manager shall prepare and deliver to the Owner final project account and close-out reports. The Construction Manager shall collect and submit the as-built drawings to the Owner within four (4) weeks of the date of final completion. The Construction Manager shall also assist the Owner in checking all equipment and verifying that all Project systems are working properly at the end of the Project and prior to Final Completion and Acceptance.

§ 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, and Construction Manager. Consent shall not be unreasonably withheld. The Architect shall be informed of any modifications made to the Construction Manager's contractual duties or responsibilities.

§ 3.3.28.1 The Construction Manager shall, by visits to the site and by adequate and necessary observations and inspections, required or otherwise appropriate to the stage and nature of the construction activities, exercise due diligence to safeguard the Owner from defects and deficiencies in the Work performed and materials provided by the Multiple Prime Contractors and from the Multiple Prime Contractors' failure to carry out the Work in

26

Init.

accordance with the Contract Documents and the Project schedule. These provisions shall require a representative of the Construction Manager to be on site at all times construction is being performed on the Project. This individual shall also be available at all times, whether on site or not, by cellular phone.

§ 3.3.28.2 During the one (1) year warranty and correction period following the date of Substantial Completion, the Construction Manager shall oversee, monitor and coordinate the remedial work of the Contractors, including but not limited to, making certain that the respective Contractors are notified of the extent and nature of the remedial work which needs to be done, and that such work is done in a timely and satisfactory manner.

§ 3.3.29 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager’s responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Any additional service for which the Owner is to compensate the Construction Manager must be authorized in writing by the Owner before such additional services is commenced, and an estimate of the cost or a method of determining the cost shall be submitted by the Construction Manager prior to the authority being granted for said service by the Owner.

*(Designate the Additional Services the Construction Manager 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 (Construction Manager, 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 Measured drawings	Owner, if necessary	Section 4.2
§ 4.1.2 Architectural interior design (B252™-2007)	Owner, if necessary	Section 4.2
§ 4.1.3 Tenant-related services	Owner, if necessary	Section 4.2
§ 4.1.4 Commissioning (B211™-2007)	Owner, if necessary	Section 4.2
§ 4.1.5 LEED® certification (B214™-2012)	Owner, if necessary	Section 4.2
§ 4.1.6 Furniture, furnishings, and equipment design (B253™-2007)	Owner, if necessary	Section 4.2

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

To be determined.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

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

- .1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work;

27

- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement that could not have been reasonably known by the Construction Manager prior to entering into the Agreement;
- .3 Preparation of documentation for alternate bid requests proposed by the Owner;
- .4 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .5 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- .6 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner promptly in writing of the Additional Services performed, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

- .1 Services in evaluating more than ten (10) formal Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
- .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services ninety (90) days after the date of Substantial Completion, as defined by Iowa law.
- .3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 If the services covered by this Agreement have not been completed within Thirty-six ( 36 ) months of the date of commencement of construction, through no fault of the Construction Manager, extension of the Construction Manager'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 the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements.

§ 5.2 The Owner, in consultation with the Architect and Construction Manager, shall establish and periodically update the Owner's 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. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner, Architect, and Construction Manager, shall thereafter make a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. 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.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.5.1 The Board of Directors or its authorized designee, to the extent such designation is permitted by law, shall be solely authorized to act on the Owner's behalf with respect to the Project, Change Order Approvals and the Approved Construction Budget. The Owner's administrative representative or Board designee shall be available during working hours as often as may be necessary to render decisions which can be made without the Board of Directors' approval and to furnish information in a timely manner. The Owner shall provide to the Construction

Manager the contact information for the Owner's contact person(s). If it becomes necessary to appoint a new representative, such appointment shall be communicated to the Construction Manager in writing within three (3) days of such appointment.

§ 5.6 Unless provided by the Construction Manager, 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 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which 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 Construction Manager, on behalf of the Owner shall coordinate the services of the Owner's consultants with those services provided by the Construction Manager. Upon the Construction Manager'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 Construction Manager to furnish them as an Additional Service, when the Construction Manager 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.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services required to verify the Multiple Prime Contractors' Applications for Payment or to ascertain how or for what purposes the Contractors have used the money paid by or on behalf of the Owner, as may be necessary at any time for the Project. Construction Manager shall collect from the Multiple Prime Contractors, and where appropriate, their subcontractors or suppliers, evidence of payment of debts associated with the Project and a final release of all claims prior to final payment. The Construction Manager shall further review and verify entitlement to release of retainage and review and make recommendations to Owner as to the validity of any claims asserted under Iowa Code Chapter 573.

§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services, however, Owner shall have no affirmative obligation or duty under the Agreement to inspect for defects or errors in the Project or the Architect's instruments of service.

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.



§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

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

## ARTICLE 6 COST OF THE WORK

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

§ 6.2 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 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's best judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions.

§ 6.3 Not Used.

§ 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 Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 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 Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2 and the Architect and Construction Manager incorporate the required modifications to the Construction Documents to reduce the Cost of Work, yet the sum of the lowest responsive, responsible bid on the Project exceeds the Owner's budget for the Cost of Work, the Owner may

- .1 give written approval to increase the budget for the Cost of the Work;
- .2 authorize rebidding of the Project within a reasonable time;
- .3 if the Project is abandoned, terminate in accordance with Section 9.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the budget for the Cost of Work.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Construction Manager, without additional charge, shall cooperate with the Owner and Architect as necessary to bring the bids within the budget of the Cost of Work.

## ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Drawings, Specifications and other documents prepared by the Architect for this Project are deemed Instruments of Service for use with this Project and shall become the property of the Owner, whether or not the Project is completed. The Construction Manager, the Construction Manager's consultants, if any,

Init.

30

and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Construction Manager 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 Acceptance of the Work. The Owner and Construction Manager 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 Construction Manager 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. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager 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 arising from claims by third parties, regardless of the nature, 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 Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage or \$1,000,000.00, whichever is greater.

*(Paragraph deleted)*

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation upon mutual agreement of the parties. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered in accordance with Iowa Code Chapter 679C, as amended. A request for mediation shall be made in writing, delivered to the other party to the Agreement, 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 Construction Manager 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.)*

31

- 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 Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement, except that payment may be withheld from the Construction Manager for the Construction Manager's substantial non-compliance of non-performance formally claimed and/or determined in accordance with the terms of this Agreement without penalty to the Owner for such withholding. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager'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 sixty (60) consecutive days, for reasons other than the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

§ 9.3 If the Owner abandons the Project for more than one hundred eighty (180) cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven (7) days' written notice.

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

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

§ 9.5.1 Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfillment of the Agreement are at any time not forthcoming or insufficient, either through the failure of the state or 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 any termination, the Owner shall be obligated to pay for only those services rendered and acceptable before the date of notice of termination, less any damages that may be assessed for non-performance.

*(Paragraphs deleted)*

§ 9.6.1 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed.

32

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Iowa.

§ 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 may be amended, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager 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 Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager 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 Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

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

## ARTICLE 11 COMPENSATION

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

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:  
*(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)*

Services shall be reimbursed on an hourly basis per hourly billing rates listed in Exhibit A.

§ 11.1.2 For Construction Phase Services in Section 3.3:  
*(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)*

The Construction Manager's Fee for overhead, profit, and risk is 3.85% of the Cost of the Work. For purposes of determining the Construction Manager's compensation, the Cost of the Work as established by bidding and contract

award will not be adjusted for changes to the work unless such changes are requested by the Owner as an increase in the scope of the work.

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

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

Services shall be reimbursed on an hourly basis per hourly billing rates listed in Exhibit A.

§ 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 Construction Manager as follows:

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

Services shall be reimbursed on an hourly basis per hourly billing rates listed in Exhibit A.

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus Zero percent ( 0 %).

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

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

Services shall be reimbursed on an hourly basis per hourly billing rates listed in Exhibit A.

#### § 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Upon prior written approval of the Owner, transportation and authorized out-of-town travel;
- .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;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project;
- .9 Site office expenses;
- .10 If requested by the Owner, costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers not included in other Contracts for the Work that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Owner, transportation, storage, and handling. Transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work;

34

- .11 If requested by the Owner, rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers not included in other Contracts for the Work that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal, shall be reimbursed at the rates as listed in Exhibit B – Boyd Jones Construction Company’s Equipment Rates. Equipment not listed in Exhibit B shall be reimbursed at actual cost of rental from unrelated third party; and

*(Paragraph deleted)*

- .12 If requested by Owner, costs of removal of all non-hazardous substances, debris, and waste materials from the site of the Work and its proper and legal disposal not included in other Contracts for the Work.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager’s consultants plus Zero percent ( 0 %) of the expenses incurred.

### § 11.7 Payments to the Construction Manager

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

§ 11.7.2 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 of the Owner’s approval of the Construction Manager’s invoice. Amounts unpaid forty-five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate

*(Paragraphs deleted)*

specifically set by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

§ 11.7.3 The Owner shall not permanently withhold amounts from the Construction Manager’s compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding. However, the Owner may, upon the filing of or in anticipation of the imminent filing of a formal claim against the Construction Manager, withhold amounts in dispute from the Construction Manager pending the outcome of the claim.

§ 11.7.4 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 Construction Manager shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Architect shall not permit an employee, subconsultant (Company) owned, operated, or managed by, or subconsultant employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner’s schools in accordance with Iowa Code 692A.113, and shall fully executed and deliver a copy of ‘Acknowledgement and Certification’ form within ten (10) days of the execution of the Agreement or before any Company workers are on the Project site.

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

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager 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 Construction Manager.

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

35

.1 AIA Document C132™–2009, Standard Form Agreement Between Owner and Construction Manager as Adviser

.2

*(Paragraphs deleted)*

**Exhibit A, Boyd Jones Construction Company's Labor Rates**

.3

*(Paragraphs deleted)*

**Exhibit B, Boyd Jones Construction Company's Equipment Rates**

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

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

Paul Griffen, Red Oak Community School Dist. Board  
President

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

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*

George Schuler, Senior VP Integrated Services

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

36

# **Additions and Deletions Report for** **AIA® Document C132™ – 2009**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:15:57 on 07/28/2017.

## **PAGE 1**

**AGREEMENT** made as of the 1st day of August in the year 2017

...

Red Oak Community School District  
2011 North 8th  
Red Oak, Iowa 51566  
Telephone Number: 712-623-6600  
Fax Number: 712-623-6603

...

Boyd Jones Construction Company  
4360 Nicholas Street  
Omaha, Nebraska 68131  
Telephone Number: 402-553-1804  
Fax Number: 402-561-7705

...

Additions and Renovations to the Red Oak High School and Inman Campuses  
Red Oak High School - 2011 North 8th Street, Red Oak, IA 51566  
Inman Campus - 900 Inman Drive, Red Oak, IA 51566

...

Alley Poyner Macchietto Architects, P.C.  
1516 Cuming Street  
Omaha, NE 68102  
(402) 341-1544

## **PAGE 2**

As developed by Alley Poyner Macchietto Architecture, P.C. and approved by the Owner.

...

Existing 1969 High School, approximately 60,000 square feet (SF); Existing 2001 Tech Center at approximately 40,000 square feet (SF); Existing Inman Primary School at approximately 60,000 square feet (SF); High School Campus topographic survey dated 3/27/2015, by JFCSO Engineering; High School campus geotechnical report dated 8/26/2015 by Thompson, Dreesen and Dörner, Inc (TD2); No work to Washington Intermediate School under this Agreement.

37



...  
Twenty-Nine Million One Hundred Sixty Thousand Dollars (\$29,160,000.00).

**PAGE 3**

Construction Documents: February 28, 2018

...  
Spring 2018

...  
.4 Other:  
Buildings ready for occupancy one month prior to the beginning of the 2020-2021 fall school year.

...  
The number of prime contracts to be determined and approved by the Owner after consultation with the Construction Manager.

...  
To be determined.

...  
Not applicable.

...  
Tom Messinger, Superintendent  
Shirley Maxwell, Business Manager  
Red Oak Community School District  
2011 North 8th  
Red Oak, Iowa 51566

...  
Red Oak Community School District Board of Directors as may be required by law.

...  
McClure Engineering Company (JEFSCO) 608 North 2<sup>nd</sup> Street / P.O. Box 449 Red Oak, IA 51566

...  
Thompson, Dreesen & Dorner Inc. (TD2) 10836 Old Mill Road Omaha, NE 68154

**PAGE 4**

Included in Architect's Basic Services

...

Mark Pfister  
Boyd Jones Construction Company  
4360 Nicholas Street  
Omaha, NE 68131  
Telephone Number: 402-553-1804  
Fax Number: 402-561-7705

...

Boyd Jones Construction Company  
4360 Nicholas Street  
Omaha, Nebraska 68131  
402-553-1804  
402-561-7705

...

To be determined.

...

To be determined.

...

To be determined.

**PAGE 5**

§ 2.2.1 The Construction Manager has been engaged to provide professional construction management services because of its character, expertise, experience and qualifications in dealing with public projects of similar scope. The Construction Manager shall exercise skill and care consistent with the expertise, experience and qualifications of construction management professionals necessary for the successful performance of this educational project.

§ 2.2.2 Construction Manager shall provide professional construction management services on this Project. Such professional services include substantial discretion and authority to plan, schedule, estimate, approve, coordinate, manage and direct phases of the Project, within the parameters of the Contract Documents. Owner hereby finds and Construction Manager hereby represents and concurs that professional construction management services require a high degree of professional skill and experience in the construction management industry, and that Construction Manager possesses such requisite skill and experience to manage a public construction project of this size and type. The Construction Manager represents that he is knowledgeable in public construction and shall exercise reasonable care and skill to comply with all applicable federal and state laws as well as rules, regulations and specifications adopted by any agency with authority over the construction of this Project.

...

§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) for each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) combined single limit and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury and property damage.

...

39

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than One Million Dollars (\$ 1,000,000.00).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and in the aggregate. The Construction Manager shall maintain this coverage until completion of the Project and for a period of two (2) years thereafter.

PAGE 6

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime ~~Contractors~~. Contractors and other services as may be necessary to provide a complete and accurate performance of services. The Construction Manager shall exercise reasonable care in the event it engages engineers, consultants, subcontractors, agents, employees and/or officers (collectively the Consultants) to engage only such persons and entities who possess the experience, skill, knowledge and character necessary to qualify them individually for the particular duties they perform and who shall perform all work in conformity with the standards of reasonable care and skill with respect to professional services they are rendering. The Construction Manager assumes responsibility and liability for the acts, errors and omissions of its Consultants.

...

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall ~~periodically~~ update the Construction Management Plan over the course of ~~the Project~~. the Project, unless additional updates are requested by the Owner.

§ 3.2.3.1 The Construction Manager shall also prepare a detailed estimate of construction costs to include all phases and costs associated with the Project. The Construction Budget shall be accompanied by a report to the Owner identifying variances from the Owner's Project Budget. Such report shall be updated on a monthly basis as otherwise needed. The Construction Manager shall make suggestions of alternative construction as necessary to maintain the construction budget and shall facilitate decisions by the Owner and Architect when changes to the design are required to remain within the Owner's Project and Construction Budget.

...

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and ~~equipment~~. equipment and methods of Project delivery. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction Manager shall prepare and ~~periodically~~ routinely update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight with anticipated construction schedules and highlighted critical and long lead-time items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by

the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's last-approved construction budget and make recommendations for corrective action.

**PAGE 7**

§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the ~~Drawings and Specifications~~ Drawings, Specifications and any other Construction Documents and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

...

§ 3.2.16 The Construction Manager shall ~~assist provide~~ assist provide the Owner ~~in obtaining with~~ in obtaining with information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 Following the Owner's approval of the ~~Drawings and Specifications~~ Drawings, Specifications and other Construction Documents, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.18 The Construction Manager shall submit ~~the a~~ a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager ~~shall assist the Architect with regard to questions from bidders and with the issuance of addenda, and the Architect shall work together to answer questions from bidders and issue addenda.~~ The Construction Manager shall work with the Owner and its legal counsel, as necessary, to ensure all Iowa Competitive Bidding Laws as outlined in Iowa Code Chapters 26 and 573, as amended from time to time.

**PAGE 8**

§ 3.2.21 The Construction Manager shall ~~assist the Owner in preparing~~ assist prepare for the Owner's review, Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.2.22 The Construction Manager shall ~~assist the Owner in obtaining~~ assist obtain on the Owner's behalf, building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

...

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates ~~on the date the Architect issues~~

the final Certificate for Payment, thirty (30) days after the Owner accepts the Architect issued final Certificate for Payment, except for the continuing duty to provide a one-year warranty inspection.

§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance during the construction phase, provide full-time attendance at the Project site whenever the Work is being performed, performed, and when otherwise necessary even when work is not being performed as determined by Construction Manager.

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser ~~Edition, Edition, as may be amended.~~ If the Owner and Contractor modify AIA Document A232–2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents. Owner and Construction Manager agree that Construction Manager will provide full-time (or some other amount of time as agreed between the parties) administration at the Project site during the Construction Phase.

PAGE 9

§ 3.3.7 ~~Utilizing Consistent with various bidding documents and utilizing~~ information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

...

§ 3.3.9 ~~The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.~~

§ 3.3.9 If the Construction Manager identifies that Work is not in conformance with the Contract Documents the Construction Manager will immediately stop the Work (unless the non-conformance is of a very minor nature and will not impact the continuation of Work on the Project) and recommend to the Owner and Architect a course of corrective or other action. The Construction Manager shall work solely for the benefit of the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the ~~Project~~Project and advise the Owner and Architect as to variances between actual and budgeted or estimated costs.

PAGE 10

§ 3.3.17.1 The Construction Manager shall receive certificates of insurance and bond documents from the Contractors and forward them to the Owner with a copy to the Architect.

§ 3.3.19 ~~Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken~~

42

in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

§ 3.3.19 In collaboration with the Architect, the Construction Manager shall establish and implement procedures for expediting the process and approval of Shop Drawings, Product Data, Samples and other submittals. The Construction Manager shall review all Shop Drawings, Product Data, Samples and other submittals from the Contractors for general compliance with the Contract Documents and applicable laws, ordinances, building codes and regulations. The Construction Manager shall coordinate submittals with information contained in related documents and transmit to the Architect, with copies to the Owner, of those which have been approved by the Construction Manager. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner or the Architect.

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may ~~require~~ require or request.

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or ~~otherwise as agreed to by the Owner~~, as otherwise necessary due to a status change in the project schedule, etc., the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

PAGE 11

.11 Any other items the Owner may ~~require~~ require or request.

...

Not applicable.

§ 3.3.21 ~~Utilizing the documents provided by the Contractor, the~~ The Construction Manager shall maintain at the site one recorded copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

PAGE 12

§ 3.3.24.1 Upon achievement of substantial completion, the Construction Manager shall assist the Architect in performing its responsibilities in accordance with procedures for the review and processing of applications by contractors for progress payments and final payments as the Owner's Designated Representative under Iowa law for purposes of evaluating the release of retainage.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens and/or Iowa

43

Code Chapter 573 claims or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The Construction Manager shall secure and transmit to the Architect warranties and similar submittals required by the Contract Documents for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's upon compliance with the requirements of the Contract Documents. Prior to final completion of the Project, the Construction Manager shall compile manufacturers' operations and maintenance manuals, warranties, and guarantees, and certificates, and index and bind such documents in an organized manner and provide the binder to the Owner. The Construction Manager shall also secure and transmit to the Owner required affidavits, releases, bonds and waivers and shall deliver to the Owner all keys and other information. In consultation with the Architect, the Construction Manager shall determine when the Project and the Contractor's work is finally completed, and shall provide to the Owner a written recommendation regarding payment to the Contractor and shall issue a final Project Application for payment upon compliance with the requirements of the Contract Documents. At the conclusion of the Project, the Construction Manager shall prepare and deliver to the Owner final project account and close-out reports. The Construction Manager shall collect and submit the as-built drawings to the Owner within four (4) weeks of the date of final completion. The Construction Manager shall also assist the Owner in checking all equipment and verifying that all Project systems are working properly at the end of the Project and prior to Final Completion and Acceptance.

§ 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, ~~Construction Manager, Architect, Contractor and Multiple Prime Contractors, and Construction Manager.~~ Consent shall not be unreasonably withheld. The Architect shall be informed of any modifications made to the Construction Manager's contractual duties or responsibilities.

§ 3.3.28.1 The Construction Manager shall, by visits to the site and by adequate and necessary observations and inspections, required or otherwise appropriate to the stage and nature of the construction activities, exercise due diligence to safeguard the Owner from defects and deficiencies in the Work performed and materials provided by the Multiple Prime Contractors and from the Multiple Prime Contractors' failure to carry out the Work in accordance with the Contract Documents and the Project schedule. These provisions shall require a representative of the Construction Manager to be on site at all times construction is being performed on the Project. This individual shall also be available at all times, whether on site or not, by cellular phone.

§ 3.3.28.2 During the one (1) year warranty and correction period following the date of Substantial Completion, the Construction Manager shall oversee, monitor and coordinate the remedial work of the Contractors, including but not limited to, making certain that the respective Contractors are notified of the extent and nature of the remedial work which needs to be done, and that such work is done in a timely and satisfactory manner.

**PAGE 13**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Any additional service for which the Owner is to compensate the Construction Manager must be authorized in writing by the Owner before such additional services is commenced, and an estimate of the cost or a method of determining the cost shall be submitted by the Construction Manager prior to the authority being granted for said service by the Owner.

<u>§ 4.1.1</u> Measured drawings	<u>Owner, if necessary</u>	<u>Section 4.2</u>
<u>§ 4.1.2</u> Architectural interior design (B252™-2007)	<u>Owner, if necessary</u>	<u>Section 4.2</u>
<u>§ 4.1.3</u> Tenant-related services	<u>Owner, if necessary</u>	<u>Section 4.2</u>
<u>§ 4.1.4</u> Commissioning (B211™-2007)	<u>Owner, if necessary</u>	<u>Section 4.2</u>

44

§ 4.1.5 LEED® certification (B214™-2012)	Owner, if necessary	Section 4.2
§ 4.1.6 Furniture, furnishings, and equipment design (B253™-2007)	Owner, if necessary	Section 4.2

...

To be determined.

...

- .1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the ~~Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6; Work;~~
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement that could not have been reasonably known by the Construction Manager prior to entering into the Agreement;
- .3 Preparation of documentation for alternate bid ~~or proposal requests~~ proposed by the Owner;
- .4 Preparation for, and attendance at, ~~a public presentation, meeting or hearing;~~
- ~~.5~~ Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- ~~.6~~ .5 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- ~~.7~~ .6 Assistance to the Initial Decision Maker, if other than the ~~Architect; or~~
- ~~.8~~ Service as the Initial Decision Maker. Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner ~~with reasonable promptness, promptly in writing of the Additional Services performed,~~ and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

- .1 Services in evaluating ~~an extensive number of more than ten (10) formal~~ Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
- .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services ~~60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier; ninety (90) days after the date of Substantial Completion, as defined by Iowa law.~~

PAGE 14

§ 4.3.3 If the services covered by this Agreement have not been completed within Thirty-six ( 36 ) months of the ~~date of this Agreement, of commencement of construction,~~ through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

...

§ 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 the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. ~~Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.~~

§ 5.2 The ~~Owner~~ Owner, in consultation with the Architect and Construction Manager, shall establish and periodically update the Owner's 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. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the

45



Construction Manager and Architect. ~~The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to~~ Owner, Architect, and Construction Manager, shall thereafter make a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

...

~~§ 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 pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.~~

§ 5.5.1 The Board of Directors or its authorized designee, to the extent such designation is permitted by law, shall be solely authorized to act on the Owner's behalf with respect to the Project, Change Order Approvals and the Approved Construction Budget. The Owner's administrative representative or Board designee shall be available during working hours as often as may be necessary to render decisions which can be made without the Board of Directors' approval and to furnish information in a timely manner. The Owner shall provide to the Construction Manager the contact information for the Owner's contact person(s). If it becomes necessary to appoint a new representative, such appointment shall be communicated to the Construction Manager in writing within three (3) days of such appointment.

#### PAGE 15

~~§ 5.8 The Construction Manager, on behalf of the Owner shall coordinate the services of its own the Owner's consultants with those services provided by the Construction Manager. Upon the Construction Manager'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 Construction Manager to furnish them as an Additional Service, when the Construction Manager 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.~~

...

~~§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably services required to verify the Multiple Prime Contractors' Applications for Payment or to ascertain how or for what purposes the Contractors have used the money paid by or on behalf of the Owner, as may be necessary at any time for the Project to meet the Owner's needs and interests. Project. Construction Manager shall collect from the Multiple Prime Contractors, and where appropriate, their subcontractors or suppliers, evidence of payment of debts associated with the Project and a final release of all claims prior to final payment. The Construction Manager shall further review and verify entitlement to release of retainage and review and make recommendations to Owner as to the validity of any claims asserted under Iowa Code Chapter 573.~~

~~§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services. services, however, Owner shall have no affirmative obligation or duty under the Agreement to inspect for defects or errors in the Project or the Architect's instruments of service.~~

#### PAGE 16

~~§ 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 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's best judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent~~

that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

~~§ 6.3 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.~~Not Used.

...

§ 6.6 If the Owner chooses to proceed under Section 6.5.2 and the Architect and Construction Manager incorporate the required modifications to the Construction Documents to reduce the Cost of Work, yet the sum of the lowest responsive, responsible bid on the Project exceeds the Owner's budget for the Cost of Work, the Owner may

- .1 give written approval to increase the budget for the Cost of the Work;
- .2 authorize rebidding of the Project within a reasonable time;
- .3 if the Project is abandoned, terminate in accordance with Section 9.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the budget for the Cost of Work.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Construction Manager, without additional charge, shall cooperate with the Owner and Architect as necessary to bring the bids within the budget of the Cost of Work.

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Drawings, Specifications and other documents prepared by the Architect for this Project are deemed Instruments of Service for use with this Project and shall become the property of the Owner, whether or not the Project is completed. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

PAGE 17

~~§ 8.1.1 The Owner and Construction Manager 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 Substantial Completion~~Final Acceptance of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

...

~~§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers-officers, directors and employees harmless from and against any and all damages, losses and judgments arising from claims by third parties, regardless of the nature, 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 Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage-coverage or \$1,000,000.00, whichever is greater.~~

~~§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

47

~~§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution upon mutual agreement of the parties. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

~~§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement, in accordance with Iowa Code Chapter 679C, as amended. A request for mediation shall be made in writing, delivered to the other party to the Agreement, 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. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

PAGE 18

Litigation in a court of competent jurisdiction

...

### ~~§ 8.3 Arbitration~~

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

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

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

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

### ~~§ 8.3.4 Consolidation or Joinder~~

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

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an~~

48

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

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

§ 9.2 If the Owner suspends the ~~Project, Project~~ for more than sixty (60) consecutive days, for reasons other than the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager ~~shall be compensated~~ Manager's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Construction Manager's services. ~~The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.~~ Architect's services.

§ 9.3 If the Owner ~~suspends~~ abandons the Project for more than ~~90~~ one hundred eighty (180) cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven (7) days' written notice.

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

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

§ 9.5.1 Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfillment of the Agreement are at any time not forthcoming or insufficient, either through the failure of the state or 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 ~~In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7. Upon any termination, the Owner shall be obligated to pay for only those services rendered and acceptable before the date of notice of termination, less any damages that may be assessed for non-performance.~~

~~§ 9.7~~ Termination Expenses are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination for which the Construction Manager is not otherwise compensated, plus

an amount for the Construction Manager's anticipated profit on the value of the services not performed by the Construction Manager, as set forth below.

~~§ 9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.~~

~~§ 9.7.2 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.~~

~~§ 9.6.1 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed.~~

~~§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 laws of the State of Iowa.~~

~~§ 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 may be amended, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.~~

**PAGE 19**

~~§ 10.8 If the Construction Manager 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) comply with any public records requests under the Iowa Public Records law, as applicable.~~

...

Services shall be reimbursed on an hourly basis per hourly billing rates listed in Exhibit A.

...

The Construction Manager's Fee for overhead, profit, and risk is 3.85% of the Cost of the Work. For purposes of determining the Construction Manager's compensation, the Cost of the Work as established by bidding and contract award will not be adjusted for changes to the work unless such changes are requested by the Owner as an increase in the scope of the work.

**PAGE 20**

Services shall be reimbursed on an hourly basis per hourly billing rates listed in Exhibit A.

...

Services shall be reimbursed on an hourly basis per hourly billing rates listed in Exhibit A.

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

Zero percent (0 %).

50

Services shall be reimbursed on an hourly basis per hourly billing rates listed in Exhibit A.

**Employee or Category**

**Rate (\$0.00)**

- ~~.1 Transportation and authorized out-of-town travel and subsistence; Upon prior written approval of the Owner, transportation and authorized out-of-town travel;~~
- ~~.8 Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants; Project;~~
- ~~.9 Site office expenses;~~
- ~~.10 If requested by the Owner, costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers not included in other Contracts for the Work that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Owner, transportation, storage, and handling. Transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work;~~
- ~~.11 If requested by the Owner, rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers not included in other Contracts for the Work that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal, shall be reimbursed at the rates as listed in Exhibit B – Boyd Jones Construction Company's Equipment Rates. Equipment not listed in Exhibit B shall be reimbursed at actual cost of rental from unrelated third party; and~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses; and .12 If requested by Owner, costs of removal of all non-hazardous substances, debris, and waste materials from the site of the Work and its proper and legal disposal not included in other Contracts for the Work.~~
- ~~.11 Other similar Project related expenditures.~~

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

PAGE 21

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

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services proven to have been performed. Payments are due and payable ~~upon presentation within thirty (30) days of the Owner's approval~~ of the Construction Manager's invoice. Amounts unpaid forty-five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate ~~prevailing from time to time at the principal place of business of the Construction Manager.~~ 51  
(Insert rate of monthly or annual interest agreed upon.)

~~—%~~ specifically set by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

§ 11.7.3 The Owner shall not permanently withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding. However, the Owner may, upon the filing of or in anticipation of the imminent filing of a formal claim against the Construction Manager, withhold amounts in dispute from the Construction Manager pending the outcome of the claim.

...

§ 12.1 The Construction Manager shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Architect shall not permit an employee, subconsultant (Company) owned, operated, or managed by, or subconsultant employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113, and shall fully executed and deliver a copy of 'Acknowledgement and Certification' form within ten (10) days of the execution of the Agreement or before any Company workers are on the Project site.

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

## PAGE 22

- .2 AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:

### Exhibit A, Boyd Jones Construction Company's Labor Rates

- .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 B, Boyd Jones Construction Company's Equipment Rates

...

Paul Griffen, Red Oak Community School Dist. Board  
President

George Schuler, Senior VP Integrated Services

52

## **Certification of Document's Authenticity**

AIA® Document D401™ – 2003

I, George Schuler, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:15:57 on 07/28/2017 under Order No. 9869531509\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C132™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

63



BIDS RECEIVED ON TORO MOWER

1 Paul Anderson \$527.00

BIDS RECEIVED ON 2001 International

1 Austin Streicher \$1,650.00  
2 Vander Haag's Inc \$1,500.00 Delivered  
3 Hwy 242 Auto Body \$1,101.00

BIDS RECEIVED ON 2000 FREIGHTLINER

1 Vander Haag's Inc \$1,750.00 Delivered  
2 Hwy 242 Auto Body \$1,101.00

Red Oak Community School District  
Staff Selection Recommendation

Date: 7/28/2017

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

Position: Head Golf Coach

Name: Patty Henke

Certified:

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

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

Salary: \$ 3,596.63

Classified:

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

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

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

Please send form to Superintendent for Board Approval

55

Office Use Only

Background Check: \_\_\_\_\_

Red Oak Community School District  
Staff Selection Recommendation

RECEIVED  
JUL 17 2017  
BY: JW

Date: 7/17/17

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

Position: MS Physical Education

Name: Joshua Kippley

Certified:

Lane: BA

Step: 0

Salary: \$33,895

Classified:

Hourly Rate: NA

Hours Per Day: NA

[Signature]  
Principal/Director

Please send form to Superintendent for Board Approval

56

Red Oak Community School District  
Staff Selection Recommendation

RECEIVED  
JUL 25 2017

BY: JL

Date: 7-25-20

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

Position: JH Football

Name: Josh Kippley

Certified:

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

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

Salary: \_\_\_\_\_

Classified:

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

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

Keith R. Little

Principal/Director

Please send form to Superintendent for Board Approval

57

Office Use Only

Background Check: \_\_\_\_\_

Red Oak Community School District  
Staff Selection Recommendation

RECEIVED  
JUL 25 2017

Date: 7-25-2017

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

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

Position: JW    Travel

Name: Josh Kipplay

**Certified:**

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

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

Salary: \_\_\_\_\_

**Classified:**

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

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

Neil R. Lester

Principal/Director

Please send form to Superintendent for Board Approval

58

Office Use Only

Background Check: \_\_\_\_\_

## Tammi VanMeter

---

**From:** Tom Messinger  
**Sent:** Thursday, July 27, 2017 12:07 PM  
**To:** Tammi VanMeter  
**Subject:** Fwd: Cross Country and Track Recommendations

RECEIVED  
JUL 27 2017  
BY: *W*

Get [Outlook for iOS](#)

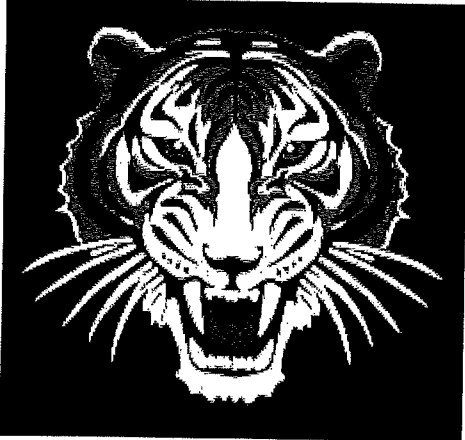
---

**From:** Keith Little  
**Sent:** Thursday, July 27, 2017 11:41:55 AM  
**To:** Tom Messinger  
**Subject:** Cross Country and Track Recommendations

Mr. Messinger and the Board of Directors,

I would like to respectfully recommend Sueanne French be named the Girls Cross Country Coach and Curt Adams be named the Boys Cross Country Coach. Thanks in advance for your cooperation in this matter.

Keith Little  
Asst. Principal / Athletic Director  
Red Oak Community School District  
littlek@roschools.org  
712-621-6610  
"TIGER NATION"



59

Red Oak Community School District  
Staff Selection Recommendation

Date: 7/28/2017

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

Position: 1/2 time reading teacher

Name: Roxanne Lamb

Certified: \_\_\_\_\_  
Lane: \_\_\_\_\_  
Step: \_\_\_\_\_  
Salary: \_\_\_\_\_  
*temporary contract  
not to exceed  
\$30,000 per year.*

Classified:  
Hourly Rate: \_\_\_\_\_  
Hours Per Day: \_\_\_\_\_

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

Please send form to Superintendent for Board Approval

60

Office Use Only  
Background Check: \_\_\_\_\_