

Red Oak Community School District

2011 North 8th 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, September 11, 2017 – 6:00 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-

5.1A Lucas McFarland and Dominique Bartlett to speak about the Upward Bound Math and Science project that they attended at Northwest Missouri State University in Maryville, Missouri this past summer.

5.1B Mr. Brad Burson donated the following instruments to the Red Oak Middle School Band Department: Trumpet estimated value: 2,000.00, Clarinet estimated value: 1,800.00 and Percussion kit estimated value: 175.00. The Middle School Band Department appreciates his kindness and wonderful donations.

5.2 Visitors and Presentations-Jennifer Bruce, parent, representing class of 2019 to present to Red Oak School Board on donation of bench to be placed at Russ Benda field in honor of Jordan Taylor class of 2019.

5.3 Affirmations and Commendations

5.4 Correspondence- Thank you from Jen Cannon, Iowa State Fair Competitive Events Director for Red Oak School District allowing Alan Spencer to share his time and talents with past summer with the Iowa State Fair.

5.5 Public Comments

6.0 Consent Agenda

6.1 Review and Approval of Minutes from August 28, 2017

6.2 Review and Approval of Monthly Business Reports

6.3 Open Enrollment Requests Consideration

6.3A-Open Enrollment out of Red Oak CSD to East Mills CSD for Kindergartner Jaxon Bohrer effective for the 2017-2018 school year.

6.3B-Open Enrollment into Red Oak CSD from SW Valley CSD for 5th grader Erma J Currin for the 2017-2018 school year.

6.3C-Open Enrollment into Red Oak CSD From SW Valley CSD for 3rd grader Ivan X Currin effective for the 2017-2018 school year.

6.3.D-Open Enrollment into Red Oak CSD From SW Valley CSD for 3rd grader Carsie Lyn Lee effective for the 2017-2018 school year.

7.0 General Business for the Board of Directors

7.1 Old Business

7.1.1 Discussion/Approval of AIA Document B132-2009 agreement between Red Oak Community School District and Alley Poyner Macchietto Architecture Incorporated

7.1.2 Mark Pfister will report figures for the service on removal of asbestos at Webster School.

7.2 New Business

7.2.1 Discussion/Approval of closing Administrative Office from 4:30p.m. to 4:00 p.m.

7.2.2 Discussion/Approval of McClure Engineering to offer services and expertise on surveying and topographic mapping at Inman Primary and Red Oak High School

7.2.3 Discussion/Approval of Private Placement Engagement Letter with Piper Jaffray

7.2.4 Discussion/Approval of Bond Counsel Engagement Agreement with Ahlers Cooney Attorneys

Personnel Considerations:

- 7.2.5A-Recommendation to hire Steve Thomas as full time Transportation bus driver effective for the 2017-2018 school year.
- 7.2.5B-Recommendation to hire Fred Pilecki as Transportation sub bus driver effective for the 2017-2018 school year.
- 7.2.5C-Recommendation to hire Christy Rea as Co-Middle School Student Council effective for the 2017-2018 school year.
- 7.2.5D-Recommendation to hire Amy Confer as Co-Middle School Student Council effective for the 2017-2018 school year.
- 7.2.5E-Recommendation to grant a \$.25 increase of pay to Accounting Clerk Monica Blay effective the next pay period

8.0 Reports

- 8.1 Administrative
- 8.2 Future Conferences, Workshops, Seminars
- 8.3 Other Announcements

9.0 Next Board of Directors Meeting: Monday, September 25, 2017 – 6:00 pm
Sue Wagaman Board Room
Red Oak CSD Administrative Center

10.0 Adjournment

Jeff Spotts

From: Woodard, Karen K <WOODARD@nwmissouri.edu>
Sent: Thursday, August 24, 2017 10:36 AM
To: Jeff Spotts; Paul Griffen
Subject: UBMS Program
Attachments: UBMS Flyer.pdf

Greetings!

This letter is in regard to our exciting (and **free**) math, science and technology enrichment program. This opportunity was available through Northwest's **Upward Bound Math & Science (UBMS)** project, funded by the US Department of Education. We are only one of 162 programs funded nationally, so the students who join us are an elite group of individuals. (See the attached flyer).

The following students from Red Oak HS attended our summer component: **Lucas McFarland and Dominique Bartlett**. Dominique's team won second place in the Science Olympiad -Write It, Do It while Lucas's team won first place in the Egg Drop contest. Lucas's team won first place in the Math Olympiad. Lucas was given a Diligent Student Award for having all homework done, participating in class and being an all round good student. Finally, Lucas was presented the Outstanding Returner Award from Student Advisory Council.

The UBMS program has two components: the summer session and academic year activities. Students start their UBMS experience with the action-packed six-week summer session on Northwest's campus, where they gain valuable exposure to math and science topics not usually seen at the high school level, exposure to college life, as well as get to know other students interested in math and science. They gain confidence in themselves and their ability to be successful at college. (The UBMS website contains additional details as well as "testimonials" from previous students and parents: www.nwmissouri.edu/trio/ubms).

After the summer session, the students are **back at their own schools** where they complete some UBMS activities during the academic year: Students meet with a local mentor and work on a math or science project that they select. A research brief published by Child Trends and titled "Mentoring: A Promising Strategy for Youth Development" found that youth who participate in mentoring relationships experience a number of positive benefits:

- In terms of educational achievement, mentored youth have better school attendance; a better chance of going on to higher education; and better attitudes toward school.
- In terms of health and safety, mentoring appears to help prevent substance abuse and reduce some negative youth behaviors.
- On the social and emotional development front, taking part in mentoring promotes positive social attitudes and relationships.
Mentored youth tend to trust their parents more and communicate better with them.

We are pleased that the Principal and Board of Education of Red Oak High School value our program by supporting our efforts by allowing teachers to be a mentor and school counselors to take their time to help us collect our needed reports and set up school visits. Please pass on this good news to the School Board.

Thank you again, and have a great year.

--

Karen Woodard, Counseling Coordinator
Upward Bound Math & Science
Northwest Missouri State University
800 University Drive
Maryville, MO 64468-6001
Ph: 660-562-1632
FAX: 660-562-1631
woodard@nwmissouri.edu

When one door closes, another opens; but we often look so long and so regretfully upon the closed door that we do not see the one which has opened for us. ~Alexander Graham Bell

Upward Bound Math & Science

Northwest Missouri State University, Maryville, MO



UBMS at Northwest...

The Upward Bound Math and Science program at Northwest Missouri State University in Maryville – a free hands-on learning experience for eligible high school students (grades 9-11) – returned to campus this summer from Sunday, June 4 through Saturday, July 15, 2017.

Funded through the U.S. Department of Education, the UBMS program at Northwest has served young people from the four-state region since 1992. Students, parents and teachers agree that attending the camp can be a life-changing experience.

Participants live in a campus residence hall where they are supervised by qualified and successful college students. Skilled college and high school instructors teach a variety of math and science topics in an environment that minimizes stress and maximizes the joy of learning.

All student expenses are covered for the six-week camp, including round-trip mileage and admission for weekend field trips. Students return to high schools with greater motivation, confidence, self-esteem and a direction for their lives.



At the Etiquette Dinner, we learned to network. The students took the experience seriously!



At Museum of Prairie Fire, we saw a dinosaur exhibit. We even designed our own dinosaur and named it.

The UBMS Team



Hands-on Learning

Hands-on learning in a focused math and science setting that makes the curriculum exciting and memorable. Students get exposure to a variety of math and science topics taught by expert, engaging instructors who use innovative team teaching techniques.

Technology

Students receive a Ti-Nspire CX calculator to take home after completion of the summer program. Northwest also provides a lap top computer for every student to use during the summer program.



Educational Weekend Trips

Examples of past trips include team-building activities at NWMSU, a college visit to University of Nebraska – Lincoln, Science Center of Iowa and Blank IMAX Dome Theater, Glore Psychiatric Museum in St. Joseph and Kansas City-area attractions like Worlds of Fun/Oceans of Fun, New Theatre Restaurant, and Prairie Fire Museum.

Benefits

UBMS gives students a chance to make new friends from other schools. They learn to become self-reliant while developing leadership and social skills. They also have reduced anxiety about attending college after graduating from high school due to the mentoring relationships with college students, instructors, and Central Staff. Years after graduating from high school, former students testify that summers spent at UBMS were the best of their lives.





Red Oak Community Middle School

308 East Corning Street

Red Oak, Iowa 51566

phone (712) 623-6620

fax (712) 623-6626

August 31, 2017

To whom it may concern:


On August 31, 2017 Mr. Brad Burson donated the following instruments to the Red Oak Middle School Band Department:

Trumpet, estimated value of \$2000.00

Clarinet, estimated value of \$1800.00

Percussion kit, estimated value of \$175.00

Mr. Burson had the instruments cleaned, pads, corks and whatever else needed replacing done. The instruments are of high quality and wonderful condition. The MS Band Department appreciates his kindness of the wonderful donations.



Mr. John Hewett
Middle School Band Director

cc: Mr. Burson
ROCSB Business Manager

Students will have an equal opportunity for a quality education without discrimination, regardless of their race, religion, socioeconomic status, color, sex, marital status, national origin, creed, sexual orientation, gender identity or disability.

The education program is free of discrimination and provides equal opportunity for the students. The education program will foster knowledge of and respect and appreciation for the historical and contemporary contributions of diverse cultural groups, as well as men and women, to society. Special emphasis is placed on Asian-Americans, African-Americans, Hispanic-Americans and persons with disabilities. It will also reflect the wide variety of roles open to both men and women and provide equal opportunity to both sexes.

From: Jennifer Cannon [<mailto:jcannon@iowastatefair.org>]
Sent: Wednesday, September 6, 2017 10:41 AM
To: Tom Messinger <messingert@roschools.org>
Subject: Thank You from the Iowa State Fair

Mr. Messinger

I want to thank you for allowing Alan Spencer to share his time and talents with the Iowa State Fair. The FFA shows are a significant part of the Iowa State Fair and they would not be possible without advisors like Alan. We realize that these advisors put in a lot of time to help make the State Fair shows successful and I want you to know we truly appreciate the support you give them as an administrator.

2017 was an Iowa State Fair for the record books, including the FFA numbers. This year 2,332 FFA exhibitors showcased over 9,884 entries. The FFA committee's hard work has increased FFA exhibitors at the Iowa State Fair by 45% and entries by 60% over the last ten years. That is quite an accomplishment!

Alan's involvement in the Floriculture show is an indispensable part of helping to organize these entries and ensure a positive experience for all those involved. You can be proud of his representation of the Red Oak Community School District.

We will be meeting on September 12 at the FFA Building on the State Fairgrounds to wrap up 2017 and address changes necessary for 2018. I hope that we can count on Alan's involvement at this meeting and in the future.

Thank you for your support in helping make the Iowa State Fair FFA Show a great place for kids to showcase their talents and a wonderful example of Iowa Agriculture!

Cordially,

Jen Cannon
Iowa State Fair Competitive Events Director

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
August 28, 2017

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

Present:

Directors: Mark Johnson, Bryce Johnson, Kathy Walker,
Brett Blackman-joined electronically at 6:32, joined in person at 7:32 p.m.
Superintendent Tom Messinger, Business Manager Shirley Maxwell

Approval of Agenda

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

Good News

Vivian Ogden and Stacey Querry, representing the Red Oak PTO presented a check for \$28,000 to the Red Oak Elementary Schools. Principal Allensworth gave an update on the Washington improvements and the volunteers that helped with the projects.

Visitors and Presentations

Mark Pfister, from Boyd Jones was presented and gave an update on the building project. He presented a Preliminary Phasing Plan for the building project.

Consent Agenda

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

Approval of Minutes from July 31, 2017 and August 14, 2017 Approval of Monthly Business Reports

- Approval of Open Enrollment Requests Consideration
 - Bryan Gugenhon open out of Red Oak CSD to Stanton CSD for the 2017-2018 school year.
 - Trae Marine to open enroll into Red Oak CSD from Griswold CSD for the 2017-2018 school year.

OLD BUSINESS

Matt Gillaspie, Financial Advisor from Piper Jaffery, led a discussion of 2017-2020 Capital Plan Funding Scenario.

APPROVAL OF 2ND READING OF BOARD POLICY CHANGES

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

- 401.4: Employee Complaints
- 403.1: Employee Physical Examinations
- 405.2 Licensed Employee Qualifications, Recruitment, Selection
- 405.6 Licensed Employee Assignment
- 405.7 Licensed Employee Transfers
- 405.8 Licensed Employee Evaluation
- 408.1 Licensed Employee Profession Development
- 409.1 Licensed Employee Vacation-Holidays-Personal Leave
- 409.2 Licensed Employee Personal Illness Leave
- 409.3 Licensed Employee Family and Medical Leave
- 409.4 Licensed Employee Bereavement Leave
- 409.8 Licensed Employee Unpaid Leave
- 411.1 Classified Employee Defined
- 411.4 Classified Employee Licensing/Certification
- 414.1 Classified Employee Vacations-Holidays-Personal Leave
- 414.4 Classified Employee Bereavement Leave
- 700 Purpose of Non-Instructional and Business Services

SUPPORT STAFF LEAVE, ½ DAYS VS. HOURS

Supt. Messinger updated the Directors on the pros and cons of ½ days vs. hours for the support staff. Consensus of the directors was to continue the method of allowing employees to take leave from school in hour increments rather than half day increments. This will be monitored closely this year and then reevaluated next year.

Approval of the Removal of Asbestos at Webster School

Mark Pfister, Boyd Jones Representative, reported that he is still gathering information regarding the removal of asbestos at the Webster School. He will have figures for this service at the next meeting.

Approval of Concrete work at Russ Benda Football Field

Motion by Director Blackman, second by Director Bryce Johnson to approve the quote of \$11,671.00 from Viner Construction for concrete work at Russ Benda Football Field with the stipulation that if fill rock is needed, adding an additional cost, this item will be brought back before the board. Motion carried unanimously.

Approval of 1st reading of Policy Changes:

No action was taken on Board Policy 406.5, Licensed Employee Group Benefits. This policy as well as Board Policy 412.3 Support Staff Employee Group Insurance Benefits.

Continuation of minutes from Aug 28, 2017 page 3

Approval of West Central Development (Head Start) Contract

Motion by Director Bryce Johnson, second by Director Blackman to approve the 2017-2018 West Central Development (Head Start) Contract. Motion carried unanimously.

Approval of the official Ballot for the election of a Green Hills AEA board member to Director District #6.

Motion by Director Blackman, second by Director Walker to approve the official ballot for the election of John Gambs as a Green Hills AEA board member for Director District #6. Motion carried unanimously.

Personnel Considerations

Motion by Director Walker, second by Director Blackman to approve the recommendation to hire Inman, Washington, Middle School and High School TLC Mentors effective for the 2017-2018 school year. Motion carried unanimously.

Inman: Becky Dolch and Meshell Billings;

Inman and Washington: Trish Fellers;

Middle School: John Hewett, Adam Hietbrink, Dan DeGroot;

High School: Deb Blomstedt

Motion by Director Walker, second by Director Blackman to approve the resignation of Roxanne Lamb as .50 temporary contract at Inman Primary effective immediately pending approval of .50 Reading Teacher at Inman Primary. Motion carried unanimously.

Motion by Director Blackman, second by Director Walker to approve the recommendation to hire Roxanne Lamb as .50 Reading Teacher at Inman Primary effective immediately. Motion carried unanimously.

Motion by Director Walker, second by Director Blackman to approve the recommendation to hire Robert Peterson and Michelle Cockburn as Transportation Substitute Drivers effective for the 2017-2018 school year. Motion carried unanimously.

Reports

Administrative-

Future Conferences, Workshops, Seminars

IASBO/SAI Activities Conference-August 31 in Altoona

IASB Employee Relations Conference, Oct. 17, in Altoona

IASB Annual Conference-Nov. 15-17, in Des Moines

Continuation of minutes from Aug 28, 2017 page 4

Next Board of Directors Meeting:

Monday, September 11, 2017 – 6:00 pm
Sue Wagaman Board Room
Red Oak CSD Administrative Center

Motion by Director Walker, second by Director Blackman to adjourn the meeting at 9:02 p.m.
Motion carried unanimously.

Mark Johnson, Vice-President

Shirley Maxwell, Board Secretary

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Checking Account ID 1	Fund Number 10	OPERATING FUND
AHLERS & COONEY	734505	1,260.00
10 0010 2310 000 0000 320	PROFESSIONAL SERVICES	1,260.00
Vendor Name AHLERS & COONEY		<u>1,260.00</u>
ARBOR SCIENTIFIC	408022	310.08
10 3230 1000 100 0000 612	Inclined plane	158.00
10 3230 1000 100 0000 612	friction block	36.00
10 3230 1000 100 0000 612	Acceleration car	28.00
10 3230 1000 100 0000 612	Replacement Belt	18.00
10 3230 1000 100 0000 612	Assorted Density Block set	39.90
10 3230 1000 100 0000 612	freight	30.18
Vendor Name ARBOR SCIENTIFIC		<u>310.08</u>
BILLINGS, MESHELL	082817	185.36
10 1901 1000 100 8001 612	REIMBURSEMENT FOR SUPPLIES	185.36
Vendor Name BILLINGS, MESHELL		<u>185.36</u>
CARPET STORE INC., THE	008951	22.75
10 0010 2600 000 0000 618	IPS CARPET REPAIR SUPPLIES	22.75
Vendor Name CARPET STORE INC., THE		<u>22.75</u>
CDW GOVERNMENT, INC.	JQT5799	99.74
10 0010 2235 000 0000 618	Epson ELPMB46 - wall mount	99.74
Vendor Name CDW GOVERNMENT, INC.		<u>99.74</u>
CENTURY LINK	082517	489.65
10 0010 2410 000 0000 532	DISTRICT WIDE FIRE ALARMS	489.65
Vendor Name CENTURY LINK		<u>489.65</u>
CITY OF RED OAK	090117	1,866.31
10 0010 2600 000 0000 411	DISTRICT WIDE UTILITIES	1,866.31
Vendor Name CITY OF RED OAK		<u>1,866.31</u>
DEGROOT, DANIEL	090517	31.83
10 2020 1000 100 0000 580	MILE. REIMBURSE-STANTONTORO SHARED CLASS	31.83
Vendor Name DEGROOT, DANIEL		<u>31.83</u>
DOVEL REFRIGERATION	9856	200.97
10 0010 2600 000 0000 432	CLEAN, CHECK & REINSTALL MS AC	200.97
DOVEL REFRIGERATION	9858	675.95
10 0010 2600 000 0000 432	AC INSTALLED FOR MS	675.95
DOVEL REFRIGERATION	9906	122.50
10 0010 2600 000 0000 432	AC UNIT REPAIR	122.50
Vendor Name DOVEL REFRIGERATION		<u>999.42</u>
FASTENAL COMPANY	IARED64890	113.37
10 3230 1300 310 0000 612	Anti-Fatigue Mats 3'x2'x9/16"	59.99
10 3230 1300 310 0000 612	First Aid Kit	53.38
Vendor Name FASTENAL COMPANY		<u>113.37</u>

09/08/2017 11:54 AM

Unposted; Batch Description SEPTEMBER 11 BOARD MEETING, 2017-0001

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
FBG SERVICE CORPORATION	805899	31,089.52
10 0010 2600 000 0000 340	AUGUST MONTHLY CLEANING	31,089.52
Vendor Name	FBG SERVICE CORPORATION	<u>31,089.52</u>
FOLLETT SCHOOL SOLUTIONS INC	632575F-3	5.99
10 0010 1000 470 1118 641	Book: Ghost	5.99
Vendor Name	FOLLETT SCHOOL SOLUTIONS INC	<u>5.99</u>
HALL, HEATHER	090117	11.24
10 0010 2134 000 0000 580	MILEAGE REIMBURSEMENT-AUGUST	11.24
Vendor Name	HALL, HEATHER	<u>11.24</u>
JOHNSON AUTO PARTS	6177-171454	59.94
10 0020 2700 000 0000 618	EXTENDED LIFE 50/50	59.94
Vendor Name	JOHNSON AUTO PARTS	<u>59.94</u>
KNOWLEDGENET ENTERPRISES, LLC	37227	2,495.00
10 0010 2231 000 0000 320	Tech Training Classes	2,495.00
Vendor Name	KNOWLEDGENET ENTERPRISES, LLC	<u>2,495.00</u>
LARSON, KRISTINA	090617	90.00
10 0010 1942 000 0000	REGISTRATION REIMBURSEMENT	90.00
Vendor Name	LARSON, KRISTINA	<u>90.00</u>
MACKIN EDUCATIONAL RESOURCES	505412	126.21
10 1902 2222 000 0000 643	22 Hardcover Titles - Iowa Children's Ch	126.21
Vendor Name	MACKIN EDUCATIONAL RESOURCES	<u>126.21</u>
MEDIACOM	082117	740.17
10 0010 2236 000 0000 536	PRI LINES	740.17
MEDIACOM	082117-01	1,680.00
10 0010 2236 000 0000 536	INTERNET	1,680.00
Vendor Name	MEDIACOM	<u>2,420.17</u>
MERCER HEALTH & BENEFITS ADMIN LLC	090617	3,205.88
10 0010 1000 100 8018 270	OCTOBERS RETIREES INSURANCE	3,205.88
Vendor Name	MERCER HEALTH & BENEFITS ADMIN LLC	<u>3,205.88</u>
MEYER LABORATORY, INC.	0598271	1,481.00
10 0010 2600 000 0000 618	CAN LINERS (38x60) AND JUMBO TP	1,481.00
Vendor Name	MEYER LABORATORY, INC.	<u>1,481.00</u>
MONTGOMERY CO. MEMORIAL HOSP.	081817	115.00
10 0020 2700 000 0000 271	DOT PHYSICAL-BP	115.00
Vendor Name	MONTGOMERY CO. MEMORIAL HOSP.	<u>115.00</u>
NAEYC REGISTRATION	148852	550.00
10 1900 1000 420 3238 320	ACCREDITATION-10-60 KIDS 17-18	550.00
Vendor Name	NAEYC REGISTRATION	<u>550.00</u>

RED OAK BOARD REPORT

Unposted; Batch Description SEPTEMBER 11 BOARD MEETING, 2017-0001

Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
OREILLY AUTO PARTS	298-433652	8.78	
10 0010 2600 000 0000 618	GLASS CLEANING SUPPLIES		8.78
Vendor Name	OREILLY AUTO PARTS		8.78
PAPER CORPORATION	116772-00	4,594.82	
10 0010 2520 000 0000 618	17-18 PAPER ORDER		4,594.82
Vendor Name	PAPER CORPORATION		4,594.82
PFEIFFER, MARTHA	082817	57.85	
10 1901 1000 100 8001 612	reimbursement for supplies		57.85
Vendor Name	PFEIFFER, MARTHA		57.85
PRECISION DIESEL INJECTION	58017	997.55	
10 0020 2700 000 0000 434	#5A SERVICED		997.55
PRECISION DIESEL INJECTION	58592	392.10	
10 0020 2700 000 0000 434	#1A SERVICED		392.10
Vendor Name	PRECISION DIESEL INJECTION		1,389.65
PRO LAWNS & LANDSCAPING, LCC	3153	1,350.00	
10 0010 2600 000 0000 432	PEA GRAVEL SPREADING AT IPS PLAYGROUND		1,350.00
Vendor Name	PRO LAWNS & LANDSCAPING, LCC		1,350.00
QUILL CORP.	8095915	1,016.08	
10 1902 1000 100 0000 612	WASH SUPPLIES		1,016.08
QUILL CORP.	8095915CR	(176.12)	
10 1902 1000 100 0000 612	SHIPMENT ERROR CREDIT		(176.12)
QUILL CORP.	8098329	76.78	
10 1902 1000 100 0000 612	WASH SUPPLIES		76.78
QUILL CORP.	8119003	42.27	
10 1902 1000 100 0000 612	WASH SUPPLIES		42.27
QUILL CORP.	8233317	11.19	
10 1902 1000 100 0000 612	WASH SUPPLIES		11.19
QUILL CORP.	8691375	176.07	
10 1902 1000 100 0000 612	WASH SUPPLIES		176.07
Vendor Name	QUILL CORP.		1,146.27
RAY MARTIN COMPANY	7379	401.50	
10 0010 2600 000 0000 432	WASH REHEAT COILS		401.50
Vendor Name	RAY MARTIN COMPANY		401.50
RED OAK COMMUNITY SCHOOL DIST	090617	100.00	
10 0010 1000 100 8203 612	PTO ADDITIONAL INSURANCE 17-18		100.00
Vendor Name	RED OAK COMMUNITY SCHOOL DIST		100.00
RED OAK DO IT CENTER	95290	21.90	
10 2020 1000 100 0000 612	COPIES OF VARIOUS KEYS FOR THE MIDDLE SC		21.90
Vendor Name	RED OAK DO IT CENTER		21.90
RIEMAN MUSIC, INC.	2569073	439.00	
10 2020 1000 110 0000 612	LA ASPIRE CONGA WITH STAND. COLORS: NATU		439.00

RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
Vendor Name	RIEMAN MUSIC, INC.		439.00
RIVERSIDE TECHNOLOGIES, INC	0173993	1,000.00	
10 0010 2235 000 0000 350	SEPTEMBER MANAGED SERVICES-MONTHLY		1,000.00
Vendor Name	RIVERSIDE TECHNOLOGIES, INC		1,000.00
SCHOLASTIC, INC.	M6166907 3	92.40	
10 0010 1000 460 3117 612	MY BIG WORLD MAG.		92.40
SCHOLASTIC, INC.	M6175180 6	121.00	
10 1901 1000 100 8001 612	STERBICK CLASS SCHOLASTIC ORDER		121.00
Vendor Name	SCHOLASTIC, INC.		213.40
SCHOOL SPECIALTY LATTA DIV.	208118609514	331.67	
10 1902 1000 102 0000 612	ART SUPPLIES		331.67
SCHOOL SPECIALTY LATTA DIV.	208118716282	843.00	
10 1902 1000 100 0000 612	WASH SUPPLIES		843.00
SCHOOL SPECIALTY LATTA DIV.	208118856988	36.72	
10 1902 1000 102 0000 612	ART SUPPLIES		36.72
SCHOOL SPECIALTY LATTA DIV.	308102836049	422.98	
10 2020 1000 102 0000 612	VARIOUS MIDDLE SCHOOL ART SUPPLIES FOR 2		422.98
SCHOOL SPECIALTY LATTA DIV.	308102843596	1,538.57	
10 2020 1300 340 0000 612	FACS CLASS SUPPLIES		24.47
10 2020 1000 100 0000 612	VARIOUS CLASSROOM AND OFFICE SUPPLIES MS		1,514.10
SCHOOL SPECIALTY LATTA DIV.	308102851745	273.01	
10 1901 1000 100 0000 612	IPS SUPPLIES		273.01
SCHOOL SPECIALTY LATTA DIV.	308102853883	347.92	
10 1901 1000 100 8001 612	IPS SUPPLIES		347.92
Vendor Name	SCHOOL SPECIALTY LATTA DIV.		3,793.87
STERBICK, REBECCA	082817	41.28	
10 1901 1000 100 8001 612	REIMBUREMENT FOR SUPPLIES		41.28
Vendor Name	STERBICK, REBECCA		41.28
SWIBA TREASURER/DENISON HIGH SCHOOL	081817	25.00	
10 2020 1000 110 0000 320	17-18 SWIBA DUES FOR MR. HEWETT, MIDDLE		25.00
Vendor Name	SWIBA TREASURER/DENISON HIGH SCHOOL		25.00
TEACHING STRATEGIES	0312549	627.00	
10 0010 1000 460 3117 612	GOLD ONLINE ASSESSMENT PORTFOLIOS		627.00
Vendor Name	TEACHING STRATEGIES		627.00
THINKING CAP QUIZ BOWL	090717	85.00	
10 0010 1000 470 1118 320	5th and 6th registration fees		70.00
10 0010 1000 470 1118 612	5th and 6th grade competition practice m		15.00
Vendor Name	THINKING CAP QUIZ BOWL		85.00
WESTLAKE ACE HARDWARE	10513082	17.50	

Account Number	Invoice Number	Detail Description	Amount
10 0020 2700 000 0000 618		DUCT TAPE NATIONAL NIGHT OUT	17.50
WESTLAKE ACE HARDWARE	10513121		48.95
10 0010 2600 000 0000 618		WASH LOUNGE PLUMB SUPPLIES	48.95
WESTLAKE ACE HARDWARE	10513147		41.45
10 0010 2600 000 0000 618		WASH LOUNGE PLUMB SUPPLIES	41.45
WESTLAKE ACE HARDWARE	10513166		18.64
10 0010 2600 000 0000 618		WASH LOUNGE PLUMBING SUPP	18.64
WESTLAKE ACE HARDWARE	10513185		24.50
10 0020 2700 000 0000 618		DUCT TAPE-NATIONAL NIGHT OUT	24.50
WESTLAKE ACE HARDWARE	10513208		14.64
10 0010 2600 000 0000 618		WASH LOUNGE PLUMB SUPPLIES	14.64
WESTLAKE ACE HARDWARE	10513223		5.99
10 0020 2700 000 0000 618		GLUE	5.99
WESTLAKE ACE HARDWARE	10513227		64.52
10 0010 2600 000 0000 618		WASH BREAKROOM SUPPLIES	64.52
WESTLAKE ACE HARDWARE	10513243		11.27
10 0010 2600 000 0000 618		WASH LOUNGE SUPPLIES	11.27
WESTLAKE ACE HARDWARE	10513268		4.90
10 0010 2235 000 0000 618		Bulk fasteners	1.45
10 0010 2235 000 0000 618		Bulk fasteners	3.45
WESTLAKE ACE HARDWARE	10513269		12.99
10 0010 2235 000 0000 618		Bit Drill Percus 1/2	12.99
WESTLAKE ACE HARDWARE	10513382		17.57
10 0010 2600 000 0000 618		FIELDHOUSE CLEANING SUPP	17.57
WESTLAKE ACE HARDWARE	10513412		18.99
10 0010 2600 000 0000 618		FB FIELD SUPPLIES	18.99
WESTLAKE ACE HARDWARE	10513415		24.96
10 0010 2600 000 0000 618		FBALL FIELD SUPPLIES	24.96
WESTLAKE ACE HARDWARE	10513416		5.99
10 0010 2600 000 0000 618		FBALL FIELD SUPPLIES	5.99
WESTLAKE ACE HARDWARE	10513417		18.96
10 0010 2600 000 0000 618		FB FIELD SUPPLIES	18.96
WESTLAKE ACE HARDWARE	10513420		33.46
10 0010 2600 000 0000 618		IPS FAUCET SUPPLIES	33.46
WESTLAKE ACE HARDWARE	10513426		19.96
10 0010 2600 000 0000 618		HS SUPPLIES	19.96
WESTLAKE ACE HARDWARE	10513439		52.06
10 0010 2600 000 0000 618		FBALL FIELD SUPPLIES	52.06
WESTLAKE ACE HARDWARE	10513490		8.98
10 0010 2600 000 0000 618		MEDIA CENTER AC SUPPLIES	8.98
WESTLAKE ACE HARDWARE	10513495		5.78
10 0010 2600 000 0000 618		TOOLS	5.78
WESTLAKE ACE HARDWARE	10513517		19.96
10 0010 2600 000 0000 618		HS GYM SUPPLIES	19.96
WESTLAKE ACE HARDWARE	10513541		5.98
10 0010 2600 000 0000 618		CARPET SUPPLIES	5.98
WESTLAKE ACE HARDWARE	10513548		77.98
10 0010 2600 000 0000 618		HS SUPPLIES	77.98
WESTLAKE ACE HARDWARE	10513549		(59.99)
10 0010 2600 000 0000 618		CREDIT FOR LEVER	(59.99)
Vendor Name WESTLAKE ACE HARDWARE			<u>515.99</u>
WOODRIVER ENERGY LLC	140537		1,908.40
10 1912 2600 000 0000 621		TECH GAS	196.99
10 1901 2600 000 0000 621		IPS GAS	331.49

RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 1902 2600 000 0000 621	WASH GAS	64.33
10 2020 2600 000 0000 621	MS GAS	98.62
10 3230 2600 000 0000 621	HS GAS	1,216.97
Vendor Name WOODRIVER ENERGY LLC		<u>1,908.40</u>
Fund Number 10		64,748.17
Checking Account ID 1	Fund Number 22	MANAGEMENT FUND
SPECIALTY UNDERWRITERS LLC	SW3308-2	34,093.25
22 0010 2310 000 0000 520	INSTALLMENT 2 INSURANCE	34,093.25
Vendor Name SPECIALTY UNDERWRITERS LLC		<u>34,093.25</u>
Fund Number 22		34,093.25
Checking Account ID 1	Fund Number 36	PHYSICAL PLANT & EQUIPMENT
HALLETT MATERIALS	1424756	3,215.42
36 0010 4100 000 0000 710	PEA GRAVEL FOR IPS PLAYGROUND	3,215.42
Vendor Name HALLETT MATERIALS		<u>3,215.42</u>
VINER CONSTRUCTION	082817	2,560.00
36 0010 4100 000 0000 710	SIDEWALK REPLACEMENT-SBALL/FIELD	2,560.00
Vendor Name VINER CONSTRUCTION		<u>2,560.00</u>
Fund Number 36		5,775.42
Checking Account ID 1		104,616.84
Checking Account ID 2	Fund Number 61	SCHOOL NUTRITION FUND
LARSON, KRISTINA	090617	20.00
61 483 000 0000 000	LUNCH REIMBURSEMENT	20.00
Vendor Name LARSON, KRISTINA		<u>20.00</u>
Fund Number 61		20.00
Checking Account ID 2		20.00
Checking Account ID 3	Fund Number 21	STUDENT ACTIVITY FUND
ABRAHAM LINCOLN SCHOOL	090217	150.00
21 0010 1400 920 6645 320	XC INVITE ENTRY FEE	150.00
Vendor Name ABRAHAM LINCOLN SCHOOL		<u>150.00</u>
BARNES, CHRIS	081917	60.00
21 3230 1400 910 6220 320	MARCHING BAND DRILL REWRITE.	60.00
Vendor Name BARNES, CHRIS		<u>60.00</u>
BSN SPORTS	900250173	93.00
21 0010 1400 920 6815 618	COACHES GEAR-REIMBURSED ATHLETICS	93.00
BSN SPORTS	900294851	299.60
21 0010 1400 920 6815 618	LIBERO JERSEYS	299.60
Vendor Name BSN SPORTS		<u>392.60</u>
CARRIE WESTON - CR GRAPHICS	080717-01	279.50
21 2020 1400 950 7421 618	"GOT CHARACTER" T-SHIRTS FOR ALL MIDDLE	279.50
CARRIE WESTON - CR GRAPHICS	080717-02	1,477.50
21 2020 1400 950 7421 618	"GOT CHARACTER" T-SHIRTS FOR ALL MIDDLE	1,477.50

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Vendor Name	CARRIE WESTON - CR GRAPHICS	1,757.00
GLENWOOD BAND PARENTS ASSOC	090717	175.00
21 3230 1400 910 6220 618	LOESS HILLS FIELDFEST ENTRY FEE	175.00
Vendor Name	GLENWOOD BAND PARENTS ASSOC	175.00
GRAPHIC EDGE, THE	1132609	119.94
21 0010 1400 920 6645 618	ASICS TEAM SWEEP SINGLET - WIOMEN'S	119.94
Vendor Name	GRAPHIC EDGE, THE	119.94
HARLAN COMMUNITY SCHOOL DIST.	090817	120.00
21 0010 1400 920 6645 320	ENTRY FEE HS XC	100.00
21 0010 1400 920 6645 320	ENTRY FEE MS XC	20.00
Vendor Name	HARLAN COMMUNITY SCHOOL DIST.	120.00
HOWARD'S SPORTING GOODS	06868-00	1,888.00
21 0010 1400 920 6720 618	FOOTBALL SUPPLIES	1,888.00
HOWARD'S SPORTING GOODS	06922-00	29.85
21 0010 1400 920 6600 618	FLOOR TAPE	29.85
HOWARD'S SPORTING GOODS	6873A-00	1,086.80
21 0010 1400 920 6740 618	NETTING FOR DISCUS CAGE	543.40
21 0010 1400 920 6840 618	NETTING FOR DISCUS CAGE	543.40
Vendor Name	HOWARD'S SPORTING GOODS	3,004.65
IA HIGH SCHOOL SPEECH ASSOC.	082317	75.00
21 3230 1400 910 6110 618	10TH - 12TH YEARLY MEMBERSHIP FEE	50.00
21 3230 1400 910 6110 618	9TH YEARLY MEMBERSHIP FEE	25.00
Vendor Name	IA HIGH SCHOOL SPEECH ASSOC.	75.00
RIDDELL	60326775	4,113.45
21 0010 1400 920 6720 618	MS HELMETS	2,879.43
21 0010 1400 920 6720 618	HS HELMETS	1,234.02
Vendor Name	RIDDELL	4,113.45
SAMUEL FRENCH, INC.	081417	460.70
21 3230 1400 910 6110 618	SCRIPTS FOR FALL PLAY	223.75
21 3230 1400 910 6110 618	3 PERFORMANCE ROYALTY	225.00
21 3230 1400 910 6110 618	SHIPPING	11.95
Vendor Name	SAMUEL FRENCH, INC.	460.70
SOUTHWEST DISTRICT FFA	090817	60.00
21 3230 1400 950 7407 320	DISTRICT LEADERSHIP CAMP REGISTRATION	60.00
Vendor Name	SOUTHWEST DISTRICT FFA	60.00
SWIBA TREASURER/DENISON HIGH SCHOOL	090717	25.00
21 3230 1400 910 6220 618	YEARLY MEMBERSHIP FEE	25.00
Vendor Name	SWIBA TREASURER/DENISON HIGH SCHOOL	25.00
VARSITY SPIRIT FASHION	74602520	138.40
21 3230 1400 950 7459 618	SKIRT AND BODYLINER-TAGS	138.40

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
	WILL REIMBURSE	<u>138.40</u>
Vendor Name	VARSIITY SPIRIT FASHION	
WILCOXON, KELLY	082217	660.00
21 0010 1400 920 6600 618	CPR TRAINING FOR COACHES	<u>660.00</u>
Vendor Name	WILCOXON, KELLY	660.00
Fund Number	21	<u>11,311.74</u>
Checking Account ID	3	<u>11,311.74</u>

AIA[®] Document B132[™] - 2009

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

AGREEMENT made as of the 1st day of September in the year Two Thousand Seventeen (2017).

(In words, indicate day, month and year.)

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

Red Oak Community School District
2011 North 8th Street
Red Oak, Iowa 51566

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

Alley Poyner Macchietto Architecture Incorporated
1516 Cuming Street
Omaha, Nebraska 68102

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

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

APMA Project 17001

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

Boyd Jones Construction
4360 Nicholas Street
Omaha, Nebraska 68131

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document is intended to be used in conjunction with AIA Documents A132[™]-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132[™]-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232[™]-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

See Exhibit A: Proposal for A/E Design Services

§ 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 SF; Existing 2000 Inman Primary School at approximately 60,000 SF; High School Campus topographic survey dated 3/27/2015, by JFSCO Engineering; High School campus geotechnical report dated 8/26/2015, by Thompson, Dreessen 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 for Work not affecting occupied buildings.
End of 2017-2018 school year for Work inside occupied buildings.

.3 Substantial Completion date or milestone dates:

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

.4 Other:

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:

(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

One Contractor

Multiple Prime Contractors

Unknown at time of execution

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

Not applicable.

§ 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.)

Shirley Maxwell, Business Manager
Red Oak Community School District
2011 North 8th Street
Red Oak, Iowa 51566
Phone: (712) 623-6600
Email: maxwells@roschools.org

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

Tom Messinger, Superintendent
Board of Directors, if requested or required by law.

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

- .1 Construction Manager: The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

- .2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

Not applicable.

- .3 Land Surveyor:

McClure Engineering Company (JFSCO)
608 North 2nd Street
P.O. Box 449
Red Oak, Iowa 51566

- .4 Geotechnical Engineer:

Thompson, Dreessen & Dorner Incorporated (TD2)
10836 Old Mill Road
Omaha, Nebraska 68154

- .5 Civil Engineer:

Included in Architect's Basic Services

- .6 Other consultants:
(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

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

Daric O'Neal
Alley Poyner Macchietto Architecture Incorporated
1516 Cuming Street
Omaha, Nebraska 68102
Phone: (402) 341-1544
Email: doneal@alleypoyner.com

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

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Civil Engineering Design Services:

McClure Engineering Company (JFSCO)
608 North 2nd Street
P.O. Box 449
Red Oak, Iowa 51566

.2 Structural Engineering Design Services:

Thompson, Dreesen & Dorner Incorporated (TD2)
10836 Old Mill Road
Omaha, Nebraska 68154

.3 Mechanical, Electrical and Plumbing Engineering Design Services:

Engineering Technologies Incorporated (ETI)
1111 North 13th Street
Omaha, Nebraska 68102

.4 Food Service Design Consultant:

Roger Kruse Associates
6818 Grover Street, Suite #101
Omaha, Nebraska 68106

§ 1.1.12.2 Consultants retained under Additional Services:

To be determined later by mutual agreement, if required.

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

See Exhibit A: Proposal for A/E Design Services

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect, as a representative of the Owner, shall perform its services consistent with the professional skill and care ordinarily provided by Architects with experience in projects similar to the Project practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously and economically as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.2 The Architect shall utilize reasonable professional efforts to, perform its services in compliance with all applicable ordinances, statutes, regulations, codes and the Owner's policies that may exist as of the date of this Agreement. The Architect shall review its design for compliance with applicable: (a) technical specifications, (b) long-term Projects Plan, (c) building codes, (d) ADA standards, (e) approved Project construction budgets, (f) approved Project schedules and (g) other contract obligations.

§ 2.2.3 Whenever this Agreement provides that the Architect may rely on information provided by the Owner, from any source, such reliance shall be reasonably based on the Architect's standard of care contained in Section 2.2.

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

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project, which such representative shall be acceptable to the Owner. The Architect may not change such representative without the Owner's consent. For the purposes of this Agreement, Daric O'Neal, shall be the Architect's representative.

The Architect, through this representative, shall advise and consult with the Owner during the administration of the Contract for Construction and shall serve as the "Owner's Authorized Contract Representative" for the purposes and/or responsibilities outlined under Iowa Code Section 26.13 or any successor statute in Iowa Code Chapter 573 related to early release of retainage funds. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

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

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement. Said insurance amounts shall be reflected in the Certificates of Insurance included in this Agreement as Exhibits B and C. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Architect shall notify the Owner and if Owner still desires the same types and limits of insurance as originally specified, the Owner shall reimburse the Architect for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million Dollars (\$1,000,000.00) 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 Architect with policy limits of not less than One Million Dollars (\$1,000,000.00) combined single limit and aggregate for bodily injury and property damage.

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

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars (\$500,000), or the statutorily required amount of the State of Iowa.

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

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

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

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

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

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary civil, structural, mechanical, electrical and plumbing engineering design services, and food design services. Services not set forth in this Article 3 are Additional Services.

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

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

§ 3.1.2.1 Since more than one prime contractor will be engaged to work on the Project, Architect shall perform its responsibilities under this Agreement with each one separately.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's and the Construction Manager's information a schedule for the performance of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

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

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

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

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

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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

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

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

§ 3.1.11 The Architect shall notify the Owner, in writing, of any other information needed for the Project that is not included in or to be provided under this Agreement.

§ 3.1.12 The Owner is not responsible for identifying what information, survey services, or reports are required or needed for the Project.

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

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

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

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

§ 3.2.9 The Architect shall not proceed with the Design Development Phase as set forth in Section 3.3 until:

1. The Architect has received the Owner's approval of the Schematic Design Documents;
2. The Architect has received written authorization and direction from the Owner to proceed with the Design Development Plan.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements, schedules and the budget for the Cost of the Work pursuant to Section 5.4, the Architect will meet with the Construction Manager and Owner to review the preliminary designs and discuss options. Based on these discussions and the Architect's review, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, civil, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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

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

§ 3.3.4 The Architect shall not proceed with the Construction Documents Phase until:

1. The Architect has received the Owner's acceptance of the Design Development Documents,
2. The Architect has received written authorization and direction from the Owner to proceed with the Construction Documents Phase.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. It is Architect's responsibility to utilize reasonable

professional efforts to ascertain that the drawings, plans and specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. The Architect shall review laws, codes and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction of the Project. All documents produced by the Architect pursuant to this Agreement shall comply with applicable laws, statutes, ordinances, codes, rules, and regulations in effect at the time of construction document submission to building authorities. All architectural and engineering documents shall be dated and shall contain the signature of the registered Architect/engineer in responsible charge, a certificate that the work was done by such registered Architect/engineer or under the registered Architect/engineer's direct personal supervision, and the Iowa legible seal for such registrant. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project. To the extent caused by a negligent act, error or omission of the Architect, the Architect shall be responsible, at its own expense, for making any changes in the Construction Documents necessary to meet such design requirements.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include, among other things, scope of work, Construction Documents bidding requirements and sample forms. Any and all sample forms and contracts provided by the Architect shall to the best of its knowledge conform to applicable requirements of Iowa Code Chapter 26 and Iowa Code Chapter 573 and other applicable statutes at the time of issuance of bidding documents. Owner's legal counsel shall be contacted by the Owner to review the Architect's provided forms and contracts for legal and statutory compliance and legal counsel shall notify the Owner and Architect of any needed changes to ensure statutory compliance.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents and advise the Construction Manager and Owner of any adjustments to the Project budget.

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

§ 3.5 Bidding Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining competitive bids; (2) confirming responsiveness of bids; and (3) evaluating and validating the bids to determine the successful bid.

§ 3.5.2 Competitive Bidding

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

§ 3.5.2.2 The Architect shall not proceed with the competitive bidding phase until:

1. The Architect has received the Owner's written acceptance of the Construction Documents;
2. The Architect has received written authorization and direction from the Owner to proceed with the competitive bidding phase.

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

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders, in compliance with Iowa’s Competitive Bidding Laws,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of prepared and issued addenda, and
- .4 reviewing and making recommendations of lowest responsive, responsible bids.

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

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

§ 3.5.3 Intentionally Left Blank

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified by mutual agreement and thereafter incorporated herein by reference. If the Owner and Contractor modify AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, those modifications shall be incorporated into this Agreement, and to the extent any such modification affects the Architect’s services under this Agreement, the Architect’s compensation and schedule shall be adjusted pursuant to Article 4. To the extent of any conflict between the terms of this Agreement and the AIA Document A232-2009 General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, the interpretation most favorable to the Owner shall control.

§ 3.6.1.2 The Architect shall be a representative of and shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall provide Construction Phase Services in a manner consistent with the Owner and with that degree of skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement and until the final warranty period/inspection review is complete. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents to the extent the Architect has performed its own contractual obligations as related to observing the Contractor’s Work. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager, or the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the later of the date the Architect issues the final Certificate for Payment or the completion of the eleven (11) month pre-warranty “walk through” with follow-up on any necessary warranty items until the expiration of the one year warranty correction period.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall attend regular monthly construction meetings and shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to by Owner and Architect and/or as otherwise required in Section 4.3.3, to observe and evaluate the Work to become familiar with the progress and quality of the Work, and to determine if the Work evaluated and observed is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the on-site observations and evaluations, the Architect

shall keep the Owner and the Construction Manager reasonably informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work and against the Contractors' failure to carry out the Work in accordance with the Construction Documents and construction schedule. In doing so, the Architect shall report to the Owner and the Construction Manager, in writing any, (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work. The Architect will provide the Owner with monthly written observation reports and construction update minutes as the Project progresses.

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

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager or Owner, or Contractor through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon by the Architect, Owner and Construction Manager or otherwise within fifteen (15) days of such request. The Owner shall not be bound by the Architect's interpretation or decision.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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

§ 3.6.2.6 Upon substantial completion of the Project, the Architect and/or its appropriate consultant shall be present at the initial startup and operation of all systems and equipment to help assist in determining that such Work has been completed in accordance with the requirements of the Contract Documents and that the systems and equipment are functioning properly and fit for the intended purposes. This shall not require or obligate the Architect to perform any on-going commissioning work.

§ 3.6.2.7 The Architect shall not knowingly select and specify materials for the Project with asbestos or asbestos-containing material.

§ 3.6.2.8 Eleven (11) months after substantial completion of the Project, the Architect shall, at no additional cost participate in a one-year warranty inspection review to determine that the completed Work remains in accordance with the requirements of the Contract Documents and to identify any then required warranty work. Architect shall provide assistance in enforcing any warranty issued by Contractor.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify an application for payment not more frequently than monthly. Within seven (7) days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously

reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.

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

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

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

§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment. Copies of the Applications and Certificates for payment shall be sent to the Owner with certification of each signed by the Architect.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness as to minimize any delay in the Work or in the activities of the Owner or Contractors while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, by the Architect, Owner and Construction Manager or otherwise with reasonable promptness as to cause as little delay as possible in the Work on the activities of the Owner or Contractors. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents. The Architect shall advise the Owner, in writing, if the Architect becomes aware that the Work is proceeding in the absence of shop drawings and submittals that have been reviewed and approved, or are required to be reviewed and approved, in accordance with the Contract Documents.

§ 3.6.5 Changes in the Work

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

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. The Architect shall notify the Owner and Construction Manager in writing when, in the Architect's opinion, construction of the Project is substantially complete, and then when fully completed including all punch list and closeout items.

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

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, , acting as the Owner's authorized contract representative in accordance with the requirements of Iowa Code Chapter 26 or any successor statute in Iowa Code Chapter 573 related to early release of retainage, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, in addition to retainage, if necessary, for final completion or correction of the Work and/or for Iowa Code Chapter 573 claims. The Architect shall promptly provide to the Owner any written request for early release of retainage funds received by the Architect from the Contractor upon Substantial Completion, and shall provide to the Owner all

documentation provided to the Architect by the Contractor in relation to such request for early release of retainage funds to the Contractor.

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

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

ARTICLE 4 ADDITIONAL SERVICES

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

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™–2009)	Architect	Included in Basic Services
§ 4.1.2 Multiple preliminary designs	Architect	Included in Basic Services
§ 4.1.3 Measured drawings	Architect	Included in Basic Services
§ 4.1.4 Existing facilities surveys	Owner	
§ 4.1.5 Site evaluation and planning (B203™–2007)	Not Provided	
§ 4.1.6 Building information modeling (E202™–2008)	Not Provided	
§ 4.1.7 Civil engineering	Architect	Included in Basic Services
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural interior design (B252™–2007)	Architect	Included in Basic Services
§ 4.1.10 Value analysis (B204™–2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site project representation (B207™–2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-designed record drawings	Architect	Included in Basic Services
§ 4.1.15 As-constructed record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility support services (B210™–2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Architect	Included in Basic Services
§ 4.1.20 Telecommunications/data design	Architect	Included in Basic Services
§ 4.1.21 Security evaluation and planning (B206™–2007)	Architect	Included in Basic Services
§ 4.1.22 Commissioning (B211™–2007)	Not Provided	Additional Services
§ 4.1.23 Extensive environmentally responsible design	Not Provided	Additional Services
§ 4.1.24 LEED® certification (B214™–2012)	Not Provided	Additional Services
§ 4.1.25 Historic preservation (B205™–2007)	Not Provided	Additional Services
§ 4.1.26 Furniture, furnishings, and equipment design (B253™–2007)	Architect	Included in Basic Services

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

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

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

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

If the Architect believes it is entitled to additional compensation for services the Architect believes are needed under this Section 4.3.1 or for other services requested by the Owner, the Architect shall notify the Owner in writing with reasonable promptness and (1) explain the basis of the Architect's belief that such services are outside the scope of the Basic Services and Additional Services, and (2) provide an estimate of the probable cost of such services and probable impact, if any, on the schedules. The Architect shall not provide any services for which the Architect believes it is entitled to additional compensation until the Architect receives the Owner's written authorization, which authorization shall either (i) acknowledge that the Architect is entitled to additional compensation under Section 11.3, or (ii) deny that the Architect is entitled to additional compensation and direct the Architect to proceed with the services, in which case the Architect may pursue a claim for additional compensation under Article 8. The Owner's determination that the Architect is not entitled to additional compensation for such services shall not relieve the Architect of its responsibilities under this Agreement.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need and advise the Owner of the costs already incurred and the anticipated costs if such Additional Services continue. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study

- and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Intentionally left blank;
- .4 Evaluating more than five (5) formal Claims as the Initial Decision Maker;
- .5 Evaluating more than ten (10) substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom unless such substitutions are required because of Architect's errors or omissions; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services ninety (90) days after the date of Substantial Completion of the Work.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor;
- .2 Two (2) visits per month to the site by the Architect over the duration of the Project during construction, excluding visits required under subsections .3 and .4 of this subparagraph 4.3.3;
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents;
- .4 Two (2) inspections for any portion of the Work to determine final completion; and
- .5 One (1) eleven month pre-warranty walk through and inspection.

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty (30) months of the date of the Contractor(s) bid award for each Project listed this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project, to the extent permitted by law. The Owner shall render decisions and approve the Architect's submittals in a timely

manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The representatives shall be Tom Messinger, Superintendent and Shirley Maxwell, Business Manager.

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

§ 5.7 The Owner shall furnish services of geotechnical engineers, when such services are requested by Architect to the extent necessary to allow Architect to perform its services under this Agreement. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, geothermal test boring and thermal conductivity evaluations, 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. The Owner shall also furnish services of a special inspector to provide special inspections in accordance with applicable codes and regulations in force on the date of this Agreement.

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

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Architect and Construction Manager shall advise the Owner of the requirements of such tests, and consult with the Owner in selecting and ordering services from consultants who provide such tests, inspections and reports.

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

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

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

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

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

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, unused 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 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

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

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

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

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

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

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

§ 6.7 If after incorporating modifications under Section 6.6, the lowest responsive, responsible bid received under the completed Construction Documents prepared by the Architect for the Project are in excess of the approved budget for the Cost of the Work, then the Owner shall:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 if the lowest responsive, responsible bid exceeds the Owner's budget for the Cost of the Work by consult with Architect to revise the Project program, scope or quality as required to reduce the Cost of the Work;
- .3 authorize rebidding or renegotiation of the Project within a reasonable time;
- .4 terminate in accordance with Section 9.5; or
- .5 implement any other mutually acceptable alternative.

If the Owner chooses to proceed under Section 6.7.2 and/or 6.7.3 and the bid exceeds the Construction Manager's latest estimate by more than five percent (5%), the Architect will, upon request and at no additional cost to the Owner, and in cooperation with the Construction Manager and Owner, revise the Construction Documents using all necessary staff and prepare to re-advertise or do such other reasonable and practical things as may be necessary to bring costs within the budget of the Cost of the Work. The modification of such documents shall be approved by the Owner and shall be the limit of the Architect's responsibility.

§ 6.8 The Architect shall make the Instruments of Service and the Construction Documents conform to this approved construction budget prior to bid opening. To this end, Owner shall provide to Architect a confirmed budget/list of funds available for the project that cannot be changed or reduced without discussion with Architect. If the Architect develops knowledge during the progress of the Architect's work on the Project of any conditions which, in the opinion of the Architect, would be sufficient reason for revision of the budget for the Cost of the Work, the Architect shall so inform the Owner in writing. Upon receipt of such notification, the Owner, the Construction Manager and the Architect shall review the conditions and the budget for the Cost of the Work, and the Owner shall determine whether or not the conditions shall be removed or changed and whether or not the budget for the Cost of the Work amount shall be increased.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within ten (10) years after the date of Substantial Completion of the Work.

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

§ 8.1.3 Indemnification: The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Architect's or its subconsultants' intentional or negligent acts or negligent omissions in the performance of professional services required for the Project. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Owner's negligent or intentional acts or negligent omissions in the performance of its duties on the Project.

§ 8.1.4 Attorneys Fees: If a suit, action, arbitration or other legal proceeding is instituted in connection with or 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.

§ 8.1.5 The Architect and Owner hereby expressly reserve the right to claim consequential damages against the other for claims, disputes or other matters in question arising out of or relating to this Agreement. The right to claim consequential damages is applicable to all consequential damages due to either party's termination of this Agreement and shall be limited to \$75,000.

§ 8.2 Mediation

§ 8.2.1 The Owner and Architect shall endeavor in good faith to resolve claims, disputes and other matters in question between them by mutual agreement and may, by mutual agreement and in their discretion, submit same to non-binding mediation which shall be in accordance with Iowa Code Chapter 679C. Requests for mediation shall be given in writing to the other party to this Agreement. If the Owner and Architect are unable to mutually agree upon a mediator in writing within sixty (60) days of receiving the written request for mediation, either party may then institute legal or equitable proceedings. Mediation shall be voluntary only and shall not be a prerequisite to litigation or other means of dispute resolution.

§ 8.2.2 The Architect or Owner, as appropriate, shall include a similar mediation provision in all its agreements with contractors and consultants retained for the Project and shall require all contractors and consultants to also include a similar mediation provision in all agreements with their subcontractors and sub-consultants so retained for the Project, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

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

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

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement, except that payment may be withheld from the Architect, without penalty to the Owner for such withholding, for the Architect's substantial non-compliance or non-performance formally claimed in writing to the Architect with explanation for grounds of withholding payment and/or determined in accordance with the terms of this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than ninety (90) consecutive days, or one hundred eighty (180) cumulative days, for reasons other than the fault of the Architect, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted, as mutually agreed upon, along with time schedules to provide for expenses incurred in the interruption and resumption of the Architect's services.

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

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

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

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

§ 9.6 Upon termination, the Owner shall be obligated to pay for only those services rendered and acceptable and reimbursable expenses incurred before the effective date of the termination, less any fees or damages that may be in dispute for nonperformance which shall be held by Owner pending a final dispute resolution proceeding regarding the nonperformance in accordance with Section 9.1.

§ 9.7 Intentionally left blank.

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Iowa. Except as otherwise provided in this Agreement, all legal and equitable proceedings, controversies or disputes arising from this Agreement shall be venued in the Iowa District Court for Montgomery County.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2009, General Conditions of the Contract for Construction. Construction Manager as Adviser Edition, as amended or modified by the parties.

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

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

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

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

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

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

§ 10.9 Any amendments to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

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

ARTICLE 11 COMPENSATION

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

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

One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000.00). See Exhibit A: Proposal for A/E Design Services.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

To be negotiated at a later date.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation.)*

See Exhibit D: 2017 Standard Hourly Rate Schedule.

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

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

Schematic Design Phase	Twenty	percent (20)	%
Design Development Phase	Twenty	percent (20)	%
Construction Documents Phase	Forty	percent (40)	%
Bidding or Negotiation Phase	Five	percent (5)	%
Construction Phase (through Substantial Completion)	Thirteen	percent (13)	%
Closeout Phase (Substantial Completion to Final Acceptance)	Two	percent (2)	%
Total Basic Compensation	one hundred	percent (100)	%

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

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

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

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

See Exhibit D: 2017 Standard Hourly Rate Schedule.

Employee or Category

Rate (\$0.00)

« »

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project. Any Reimbursable Expenses must receive prior approval of the Owner, which exceed \$200.00, which approval shall not be unreasonably withheld. Reimbursable Expenses are, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Intentionally left blank;
- .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 Intentionally left blank;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 Intentionally left blank;
- .10 Intentionally left blank;
- .11 Intentionally left blank; and
- .12 The Architect shall provide complete documentation, including copies of all invoices paid by the Architect, for those expenses that are to be reimbursed.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants with no percentage markup.

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of Zero Dollars (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within thirty (30) days upon presentation of the Architect's invoice. Amounts unpaid more than thirty (30) days after the receipt of the invoice shall bear interest at the rate equal to one percent (1%) annually or the rate specified by rule pursuant to Iowa Code Section 74A.2, whichever is less.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, except as authorized in Section 9.1, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

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

§ 11.10.5 The Architect shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement.

§ 11.10.5.1 The Architect shall preserve the Records for a period of ten (10) years after final payment or for such longer period as required by any applicable law, provided, however, that if a Claim is asserted during said ten (10) year period then the Architect shall retain all such Records until the Claim has been resolved.

§ 11.10.5.2 The Architect shall require all entities to whom it made payments for services provided under this Agreement to comply with the provisions of Section 11.10.4 by insertion of the requirements contained in such section in any written agreement between the Architect and such entity.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

§ 12.1 The Architect shall prepare project documents for review by the Owner and Construction Manager at the following stages of the project development: 100% completion of Schematic Design Phase; 100% completion of Design Development Phase; and 75%, and 100% completion of the Construction Documents Phase. The Architect shall provide one complete set (printed and electronic) of the project documents to the Owner, and a complete electronic set of project documents to the Construction Manager for each designated review period. The Owner shall reimburse the Architect for the cost for reproduction of more than one set of project documents. Construction Manager shall issue written review comments and construction cost analysis and estimates for each designated review to the Owner and the Architect. Construction Manager to provide said written comments and cost estimates within 3-4 weeks at Schematic Design, 2 weeks at Design Development and Construction Documents phases.

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

§ 12.3 Code Compliance:

The Architect shall conform the Drawings and Specifications with the professional standard of care relative to applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements, including but not limited to all zoning, building, occupancy, environmental and land use laws, requirements, regulations and ordinances relating to the construction, use and occupancy of the Project (collectively "Governmental Requirements") existing on the date of this Agreement. However, the Owner recognizes that interpretations by government officials ("Code Authority") are often subject to change even after issuance of a building permit. If after award of a building permit, modifications to the Drawings and Specifications are required because of an interpretation by the Code Authority which had not been previously given, or which if given, was different than a prior interpretation by the Code Authority, Architect shall make the required modifications, but the cost of such modifications shall be considered an Additional Service. Nothing contained herein shall relieve the Architect of its obligations to modify at its own expense Plans and Specifications which the Architect has negligently failed to prepare in compliance with the applicable Government Requirements.

§ 12.4 If, due to the services provided by Alley Poyner Macchietto Architecture Incorporated, a required or desired item or component of the Project is omitted from the Construction Documents, Alley Poyner Macchietto Architecture Incorporated shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original Construction Documents. The Owner agrees that Alley Poyner Macchietto Architecture Incorporated will not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

§ 12.5 It is intended by the parties to this Agreement that the Architect's services in connection with the Project shall not subject the Architect's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Alley Poyner Macchietto Architecture Incorporated, a Nebraska Corporation, and not against any of the Architect's individual employees, officers, or directors.

§ 12.6 The Owner will employ the services of a Construction Manager. The Construction Manager will be responsible for providing cost estimates to the Owner based on preliminary design work prepared by the Architect. The Construction Manager will be responsible for updating this cost estimate at the end of the Schematic Design Phase, the Design Development Phase, and at 75% completion of the Construction Document Phase. If at any point the Construction Managers' estimate exceeds the Owner's Fixed Limit of Construction Cost, the Construction Manager and/or Owner will notify the Architect and the Architect will work with the Construction Manager and Owner on the modifications which are necessary in order to bring the Construction Cost within the Fixed Limit. In

the event that the bid of the lowest responsive, responsible bidder exceeds the Construction Managers' latest estimate by more than 5%, and the Owner requires modifications to the Project which require the Architect to expend significant additional time and service to revise the drawings, specifications or other documents, the Architect will be entitled to reimbursement as an Additional service as described in 11.3.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B132™–2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

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

Not used.

.3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

Not used.

.4 Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Exhibit A: Proposal for A/E Design Services

Exhibit B: Certificate of Liability Insurance issued by State Farm Fire and Casualty Company

Exhibit C: Certificate of Liability Insurance issued by The Harry A. Koch Company

Exhibit D: 2017 Standard Hourly Rate Schedule

Exhibit E: Sex Offender Acknowledgment and Certification Form

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

RED OAK COMMUNITY SCHOOL DISTRICT:

ALLEY POYNER MACCHIETTO
ARCHITECTURE INCORPORATED:

By:

OWNER *(Signature)*

Paul Griffen, School Board President

(Printed name and title)

By:

ARCHITECT *(Signature)*

Albert Macchietto, Vice President

(Printed name and title)

Exhibit A to AIA Document B132-2009 dated 7/5/2017

July 5th, 2017

Board of Directors
Red Oak Community School District (ROCSD)
2011 N. 8th Street
Red Oak, IA 51566

RE: Proposal for A/E Design Services for Inman and HS Campuses

Dear Board Members,

Congratulations on the passage of your recent bond issue. It is our pleasure to submit to you our proposal for services related to the implementation of the proposed 3 campus system for the Red Oak Community School District in Red Oak, IA. As you are aware, we have been working with the ROCSD since February of 2016, creating a master plan through community engagement meetings, facilitating focus groups, and dialogue with local stakeholders. Given our extensive experience, we feel we are uniquely qualified to provide the design services needed to complete this project for you. Thank you for your consideration.

1.0 DESCRIPTION OF THE PROJECT:

Implementation of the proposed 3 campus project consists of the High School Campus (including the tech center) as a 7-12 facility and the Inman Campus as a 1-6 or PK – 4 facility. This proposal does not include any work for Washington Elementary, the current Middle School, Webster, or Bancroft.

Inman:

1. 4 classroom addition
2. Stage addition at gymnasium
3. Fire sprinklers for existing facility
4. New roof
5. Technology and security considerations

High School:

1. Renovation of existing high school building constructed in 1969
2. Renovation of existing tech center constructed approximately 2001
3. Additions for entry access, security, connection of tech center and high school, cafeteria / kitchen / server, music rooms, storage, and activities (gymnasium and associated space)
4. Sitework including reconfiguration of parking
5. Furniture
6. Technology and security considerations

2.0 SCOPE OF WORK:

1. Site Planning, Civil Design Services
2. Detailed Schematic Plans, elevations and sections for Owner review and approval
3. Design Development plans, elevations and sections for Owner review and approval
4. Construction Documents sufficient to price and construct the project
5. Structural Engineering Design services
6. Mechanical, Electrical and Plumbing Design services
7. Technology and Security

8. Kitchen Consultant
9. Furniture coordination, selection and bidding documents
10. Construction administration services

3.0 SERVICES NOT INCLUDED IN THIS PROPOSAL:

1. Geotechnical services
 - a. The school has a Geotech report for the High School that may need updated
 - b. A new Geotech report will be required for the Inman site
2. Property survey
 - a. Additional survey work will be required at the High School
 - i. JFSCO proposal approx. (\$4,900.00)
 - b. A new survey will be require for the Inman site
 - i. JFSCO proposal approx. (\$8,990.00)
3. Environmental investigation or mitigation services
 - a. For example, asbestos removal
4. Permit Costs
5. Special Inspections
6. Demolition packages for the Middle School and Webster (see 1.0 Description)
7. Work associated with Washington School (see 1.0 Description)
8. Cost estimating
 - a. We will coordinate with Boyd Jones and provide them needed information for cost estimating services
9. Phased construction
 - a. We do anticipate the Inamn and High School projects to be designed and constructed as separate packages as directed by Boyd Jones.

OPTIONAL ADDITIONAL SERVICES:

1. Commisioning
2. Value Engineering after the completion of construction documents.
3. Many sustainable design practices are included in all of our buildings under our Basic Services, however, LEED or other enhanced sustainable design certification and administration will be an optional additional service.
4. Structural design fee assumes standard ground supported spread footings. Design of deep foundations other than GeoPiers, if recommended by the geotechnical report will be considered an additional service.

FEE PROPOSAL:

Based on the above scope of services and outlined program above, we propose the following fees:

Inman and HS High School Campuses		
<i>Estimated cost of construction</i>	\$25,000,000.00	
A/E Basic Services Fee		\$1,775,000.00
Furniture Coordination		\$ 50,000.00
TOTAL FEE		\$1,825,000.00



In addition to the fees outlined above standard reimbursable expenses such as mileage, long distance phone charges, incidental printing costs, and delivery charges will be billed at cost plus a 10% fee.

Services will be billed as follows:

Schematic Design	20%
Design Development	20%
Construction Documents	40%
Bidding and Negotiation	05%
Construction Administration	15%

**It is our intent to use an AIA B132 – 2009 edition for a contract with language that was previously reviewed / approved by your attorney and that this Fee Proposal will become Exhibit or Attachment A.

As always, please feel free to contact me with any questions you might have.

Thank you again for allowing us the opportunity to provide services for this project.

Sincerely,

ALLEY POYNER MACCHIETTO ARCHITECTURE INCORPORATED

Daric O'Neal, PARTNER
Project Manager

ALLEY POYNER MACCHIETTO ARCHITECTURE INCORPORATED
Effective 01/01/2017

Hourly Professional Services Rates

Principal	\$ 200
Senior Project Manager	\$ 150
Senior Design Professional	\$ 140
Design Professional 5	\$ 125
Design Professional 4	\$ 115
Design Professional 3	\$ 105
Design Professional 2	\$ 95
Design Professional 1	\$ 85
Intern	\$ 60
Administrative Staff 3	\$ 80
Administrative Staff 2	\$ 70
Administrative Staff 1	\$ 55
CAD Rendering /3D Technician	\$ 90
Construction Administration 2	\$ 120
Construction Administration 1	\$ 100

Reimbursable Expenses

For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of one and one tenth percent of the expenses incurred.

Parking	
Car Rental	
Air Travel	
Hotel	
Meals	
Long Distance Telephone	
Delivery / Shipping / Postage	
Mileage	\$ 0.54 per mile
B & W copies / prints	\$ 0.10 (8.5 x 11)
	\$ 0.50 (11 x 17)
	\$ 1.00 (13 x 19)
Color prints / prints	\$ 1.00 (8.5 x 11)
	\$ 1.50 (11 x 17)
	\$ 2.50 (13 x 19)
Bond plots	\$ 0.30 per SF
Color plots	\$ 3.00 per SF

Rates are effective through December 31, 2017. Services performed thereafter are subject to change.

Exhibit D to AIA Document B132-2009 dated 7/5/2017

ALLEY POYNER MACCHIETTO ARCHITECTURE INCORPORATED

Effective 01/01/2017

Hourly Professional Services Rates

Principal	\$ 200
Senior Project Manager	\$ 150
Senior Design Professional	\$ 140
Design Professional 5	\$ 125
Design Professional 4	\$ 115
Design Professional 3	\$ 105
Design Professional 2	\$ 95
Design Professional 1	\$ 85
Intern	\$ 60
Administrative Staff 3	\$ 80
Administrative Staff 2	\$ 70
Administrative Staff 1	\$ 55
CAD Rendering /3D Technician	\$ 90
Construction Administration 2	\$ 120
Construction Administration 1	\$ 100

Reimbursable Expenses

For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of one and one tenth percent of the expenses incurred.

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Car Rental	
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	\$ 0.50 (11 x 17)
	\$ 1.00 (13 x 19)
Color prints / prints	\$ 1.00 (8.5 x 11)
	\$ 1.50 (11 x 17)
	\$ 2.50 (13 x 19)
Bond plots	\$ 0.30 per SF
Color plots	\$ 3.00 per SF

Rates are effective through December 31, 2017. Services performed thereafter are subject to change.

ACKNOWLEDGMENT AND CERTIFICATION

Alley Poyner Macchietto Architecture (“Company”) is providing services to the Red Oak Community School District (“District”) as a vendor, supplier, contractor, or professional services provider or is operating or managing the operations of a vendor, supplier, contractor or professional service provider. The services provided by the Company may involve the presence of the Company’s employees upon the real property of the school(s) of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District or loitering within 300 feet of the real property of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor, supplier, provider of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated: _____

Alley Poyner Macchietto Architecture

By: _____

Printed Name: _____

Title: _____



McCLURE™
ENGINEERING CO.

608 North 2nd Street, Suite 201
Red Oak, IA 51566
P 712.623.2579
F 712.623.5819

www.mecresults.com

August 22, 2017

Mr. Tom Messinger, Supt.
Red Oak School Bd of Directors
2011 N. 8th Street
Red Oak, IA 51566

Dear Mr. Messinger & Board of Directors

McClure Engineering is pleased to offer services and expertise in surveying and topographic mapping of the Inman Primary and High School sites here in Red Oak.

For the boundary and topographic survey of the Inman site including furnishing electronic files of the site survey in Auto CADD format, we propose our services on an hourly basis, according to our standard hourly rates, with the total estimated at \$9,600.00. We would not exceed a total of \$9,800.00 without additional authorization. For additional survey and topographic mapping at the High School, including ballfields and tennis courts to the north property line, services would also be on an hourly basis, with the total estimated at \$5,300 and a not to exceed ceiling of \$5,500.

We could begin the survey work within 5 days of a Notice to Proceed and provide an electronic Auto CADD file of the site surveys within 15 working days thereafter.

Thank you for this opportunity to be of service to the Red Oak Schools. We look forward to your favorable review of this proposal and to working with you and Alley, Poyner, Macchietto Architecture on your project.

Sincerely,

MCCLURE ENGINEERING CO.

C. Peter Crawford, P.E., Market President

CPC/sjj



3900 Ingersoll Ave. Suite 110, Des Moines, IA 50312
Tel: 515-247-2353 | Tel: 800-333-6008 | Fax: 515-247-2352
Piper Jaffray & Co. Since 1895. Member SIPC and NYSE

September 6, 2017

Red Oak Community School District
Attn: Tom Messinger, Shirley Maxwell & Board of Directors
2011 N 8th Street
Red Oak IA 51566

Re: Private Placement Engagement Letter

Dear Red Oak CSD,

This letter confirms the agreement between Piper Jaffray & Co. (“Piper Jaffray” or “we” or “us”) and Red Oak Community School District (“Issuer” or “you”) as follows:

1. **Engagement.** The Issuer engages Piper Jaffray to act as your exclusive representative for the proposed private placement (the “Transaction”) by sale of securities, (the “Securities”), and we accept this engagement upon the terms and conditions set forth in this agreement.

During the term of our engagement, we will, as appropriate to the Transaction:

- consult with you in planning and implementing the Transaction;
- assist you in preparing any transaction materials (the “Transaction Materials”) we mutually agree are beneficial or necessary to the consummation of the Transaction;
- assist you in preparing for due diligence conducted by potential investors;
- identify potential investors and use our reasonable commercial efforts to assist in arranging sales of the Securities to investors;
- consult with you in structuring the investment;
- assist you in negotiating definitive documentation; and

As currently contemplated, the Transaction will be a private placement of Securities, composed of one series of securities; approximately \$8,490,000 School Infrastructure Sales, Services & Use Tax Revenue Bonds. You acknowledge and agree that our engagement pursuant to this letter is not an agreement by us or any of our affiliates to underwrite or purchase any Securities or otherwise provide any financing, nor an agreement by you to issue and sell any Securities. You may in your discretion postpone, modify, abandon or terminate the Transaction prior to closing. We may decline to participate in the Transaction if we reasonably determine that the Transaction has become impractical or undesirable.

2. **Fees.** For our services, you agree to pay us:
 - a selling commission of not to exceed 1.50% of the par amount of bonds sold, payable by check or wire transfer, in our sole discretion, in immediately available funds, due at closing. The fee shall not be payable in the event the Transaction does not occur, other than for non-performance by You.
3. **Expenses** Upon receipt of an invoice, you agree to reimburse us for our reasonable expenses incurred in preparing to market and marketing the Securities, including, but not limited to, travel, fees and disbursements of our counsel and printing and distribution of Transaction Materials, whether or not a closing occurs but such reimbursement will not exceed \$2,500 without your approval. No added expenses are expected with this transaction, but this section sets a maximum amount just in the event added expenses are incurred.
4. **Termination.** The term of this engagement shall begin on the date of execution set forth above. Neither You nor We may terminate this engagement at any time prior to completion of the sale of Securities other than (a) You may terminate Us for non-performance, in which case no fees are due and payable unless agreed to previously in writing; or (b) We may terminate You for non-performance, in which case, upon such termination, all fees due to Us, shall be due and payable immediately by You.
5. **Representations, Warranties and Agreements of the Issuer.** You represent and warrant to, and agree with us, that:
 - a) the Securities will be sold by you in compliance with the requirements for exemptions from registration or qualification of, and otherwise in accordance with, all federal and state securities laws and regulations;
 - b) you agree to be responsible for the accuracy and completeness of any Transaction Materials to the extent of federal securities laws applicable to the Transaction. You agree to notify us promptly of any material adverse changes, or development that may lead to any material adverse change, in your business, properties, operations, financial condition or prospects and concerning any statement contained in any Transaction Material, or in any other information provided to us, which is not accurate or which is incomplete or misleading in any material respect;
 - c) you will make available to us such documents and other information which we reasonably deem appropriate and will provide us with access to your officers, directors, employees, accountants, counsel and other representatives; it being understood that we will rely solely upon such information supplied by you and your representatives without assuming any responsibility for independent investigation or verification thereof; and
 - d) at the closing, you will permit us to rely on your representations and warranties, and

cause your counsel to permit us to rely upon any opinion, furnished to any purchaser of Securities.

6. ***Other Matters Relating to Our Engagement.*** You acknowledge that you have retained us solely to provide the services to you as set forth in this agreement. In rendering such services, we will act as an independent contractor. You acknowledge and agree that: (i) the primary role of Piper Jaffray, as a placement agent, is in an arms-length commercial transaction between you and Piper Jaffray and Piper Jaffray has financial and other interests that differ from your interests (ii) Piper Jaffray is not acting as a municipal advisor, financial advisor or fiduciary to you or any other person or entity and has not assumed any advisory or fiduciary responsibility to you with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether Piper Jaffray has provided other services or is currently providing other services to you on other matters) (iii) the only obligations Piper Jaffray has to you with respect to the Transaction contemplated hereby expressly are set forth in this Agreement and (iv) you have consulted your own legal, accounting, tax, financial and other advisors, as applicable, to the extent you deem appropriate in connection with the Transaction contemplated herein.

7. ***Miscellaneous.*** This agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this agreement or the negotiation, execution or performance of this agreement, will be governed by and construed in accordance with the laws of Delaware. You and we hereby waive all right to trial by jury in any action, proceeding, or counterclaim (whether based upon contract, tort or otherwise) in connection with any dispute arising out of this agreement or any matters contemplated by this agreement. This agreement embodies the entire agreement and understanding between you and us and supersedes all prior agreements and understandings relating to the subject matter of this agreement. This agreement may be executed in any number of counterparts. The invalidity or unenforceability of any provision of this agreement will not affect the validity or enforceability of any other provisions of this agreement, which will remain in full force and effect. You and us will endeavor in good faith negotiations to replace the invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid or unenforceable provisions. This agreement is solely for the benefit of the you and us, and no other person [(other than the Indemnified Persons set forth in Annex A hereto)] will acquire or have any rights by virtue of this agreement.

Remainder of this Page Left Blank Intentionally

Red Oak Community School District
Page Four
September 6, 2017

Please confirm that the foregoing correctly and completely sets forth our understanding by signing and returning to us the enclosed duplicate of this engagement agreement.

Sincerely,

Matthew R Gillaspie
Managing Director

Agreed and accepted as of the date first above written.

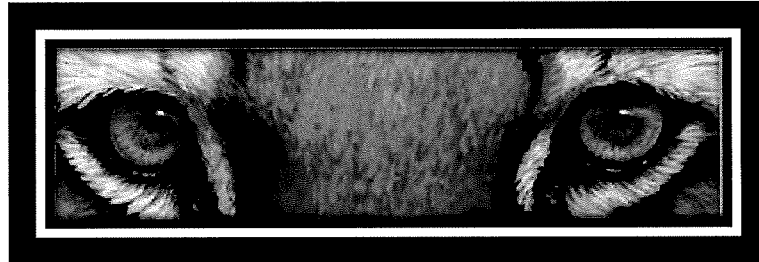
Red Oak Community School District, Iowa

Title:

Date on which this letter was signed by the Issuer: _____

PRELIMINARY PARTICIPANT PACKAGE

**RED OAK COMMUNITY SCHOOL
DISTRICT, IOWA**



**SCHOOL INFRASTRUCTURE SALES, SERVICES & USE TAX
REVENUE BONDS, SERIES 2017**

FINANCING PACKAGE

AS OF OCTOBER 2017

PiperJaffray®

PLACEMENT AGENT

THE INFORMATION CONTAINED IN THIS PACKET HAS BEEN ASSEMBLED FOR THE PURPOSES OF OBTAINING A LOAN (THROUGH THE ISSUANCE OF THE BONDS AS DESCRIBED HEREIN) FROM PROSPECTIVE PURCHASERS. THE INFORMATION HAS BEEN PROVIDED BY THE RED OAK COMMUNITY SCHOOL DISTRICT, IOWA AS THE ISSUER OF THE BONDS.

TO THE BEST OF THE ISSUER'S KNOWLEDGE THIS INFORMATION IS ACCURATE, BUT THE INFORMATION IN THIS PACKET IS NOT INTENDED TO REPRESENT ALL OF THE INFORMATION THAT A PROSPECTIVE PURCHASER MAY CONSIDER RELEVANT TO REVIEW IN CONNECTION WITH APPROVING AND ENTERING INTO THIS TRANSACTION. IT IS EXPECTED THAT PROSPECTIVE PURCHASERS WILL CONDUCT THEIR OWN REVIEW OF THE PROPOSED TRANSACTION AND WILL ASK FOR ANY OTHER INFORMATION THAT THEY DETERMINE IS APPROPRIATE IN MAKING A FINAL DECISION IN CONNECTION WITH THIS TRANSACTION.

PROSPECTIVE PURCHASERS SHOULD UNDERSTAND THAT PIPER JAFFRAY'S ROLE IS LIMITED SOLELY TO ASSISTING THE ISSUER IN STRUCTURING THIS TRANSACTION.

THE TERM SHEET CONTAINED HEREIN SUMMARIZES THE PROPOSED STRUCTURE(S) OF THE TRANSACTION. THE ACTUAL TRANSACTION WILL BE AS SET FORTH IN A FINAL LOAN AGREEMENT AND OTHER TRANSACTION DOCUMENTS PREPARED BY THE DISTRICT'S BOND COUNSEL. THESE FINAL DOCUMENTS WILL GOVERN THE TRANSACTION.

THE INFORMATION IN THIS PACKET IS DELIVERED ON A CONFIDENTIAL BASIS FOR USE SOLELY IN THE CONSIDERATION OF THE TRANSACTION. THE INFORMATION MAY NOT BE REPRODUCED OR USED FOR ANY OTHER PURPOSE WITHOUT THE PERMISSION OF THE BORROWER.

**RED OAK COMMUNITY SCHOOL DISTRICT, IOWA
SCHOOL INFRASTRUCTURE SALES, SERVICES & USE TAX REVENUE BONDS, SERIES 2017**

SUMMARY OF OFFERING TERMS

Issuer	Red Oak Community School District, Iowa (the "Issuer")
Issue	School Infrastructure Sales, Services & Use Tax Revenue Bonds, Series 2017 (the "Bonds")
Amount	Approximately \$8,490,000
Purpose	The proceeds of the 2017 Bonds will be combined with anticipated 2018 and 2019 issuances of a total voter approved \$19,990,000 G.O. School Bonds and used to finance additions & renovations at Inman Primary School and Red Oak High School, and associated costs of issuance.
Expected closing	December 1 st , 2017 (estimated)
Principal Payments	Annually July 1, 2019 through July 1, 2029
Interest Payments	Semiannually beginning July 1, 2018
Call feature	Each bidder will be permitted to designate whatever call feature they desire. The Issuer prefers to have a call feature that allows for partial principal calls rather than "in whole" only. However, the Issuer will consider all bids and will determine which to accept based upon call feature in addition to other terms of each bid received. The call feature will be only one part of their consideration.
Source of Security	<p>The Bonds are paid from the \$0.01 school infrastructure sales tax (the "SAVE Tax"). The SAVE tax expires December 31, 2029, unless extended by an act of the Legislature.</p> <p>The Bonds are not paid from any form of property taxation, are not general obligations and do not constitute an obligation where the Issuer's "full faith and credit" is pledged to the Bonds.</p>
Revenue Purpose Statement	The District voters approved extension of the Revenue Purpose Statement through the life of the statewide tax (12/31/2029) at a prior election in September 2009.
Additional Debt Covenant	<p>No bonds with a lien senior to this issue exist. No subordinate lien bonds exist. No bonds with a parity lien to this issue exist.</p> <p>No bonds with a lien senior to this issue may be issued. No additional parity lien obligations secured by the Tax (see "Source of Security" herein) may be issued without coverage, as certified by an independent FA or CPA, of 1.2x.</p>
Reserve Fund	The Issuer prefers to not fund a reserve fund. However, <u>if required</u> , the 2017 Bond Reserve Fund secures the Bonds and does not secure or cross-collateralize any other series of future bonds, if any. Future parity bonds may be authorized without a reserve fund if the future parity bond purchaser agrees, and agrees that the 2017 Reserve Fund only secures the 2017 Bonds.

Other Covenants	None, unless specified clearly and specifically in comments you may add to the Bid Form or Offer Letter.
Expected Coverage	Approximately 1.20-1.21X without assumption of growth in future revenues or changes to enrollment. Approximately 1.21-1.28X assuming a 2% annual increase in statewide revenue per student from estimated fiscal year 2018 levels beginning FY2019 and a 16 student decrease in enrollment per year from FY 2019-2028.
Tax Status	Interest payments on the Bonds will be exempt from federal income taxation.
Bank Qualification	Bonds will be designated by the Issuer "qualified investments for banks". Please indicate if you will require that the Legal Opinion state that the Issuer has designated the Bonds "qualified tax exempt obligations" within the meaning of Section 265(b)(3) of the Code.
Form of Bond	Physically registered Bonds will be delivered to the purchaser with or without CUSIP's as you so dictate. Bonds will not be delivered via DTC.
The Bond	The Bond Purchase Agreement will specify that the Purchaser acknowledges that: (a) no official statement is being prepared; (b) it has undertaken an independent review of the credit and been provided with all information necessary to Purchase the Bonds; and (c) it intends to hold the Bonds until maturity and does not intend to resell the Bonds.
Bondholders' Risks	<p>The Bonds are not secured by any form of property taxation.</p> <p>The Bonds are secured by the existing SAVE tax. Collections of the SAVE tax can fluctuate from time to time based on the enrollment of the Issuer, the statewide total public school enrollment and actual collections of sales taxes in the State. Changes in revenues per year could be meaningful.</p> <p>The Bonds will have limited liquidity. The Bonds are not expected to trade due to the lack of an official statement and the restrictions under the Bond Purchase Agreement.</p>
Registrar & Paying Agent:	Bankers Trust Company
Legal Opinion:	Ahlers & Cooney, P.C., Des Moines, IA
Placement Agent:	Piper Jaffray & Co., Des Moines, IA and Minneapolis, MN
Issuer Audits:	https://auditor.iowa.gov/audit-reports

COLLECTION AND REMITTANCE OF THE TAX

The Tax is collected by the retailers in the State and remitted at the end of each calendar month to the State. The State Department of Revenue remits the tax to the school corporations on the last day of the next month. The Act requires the State Department of Revenue and Finance (the "Department") to, annually prior to August 15; estimate the amount of revenue that will be remitted to the school corporations for the fiscal year beginning each July 1. The Department is required to remit 95% of the annual estimate to the school corporations in monthly installments over the fiscal year, and is allowed to retain 5% of the estimate until the end of the fiscal year, at which time the Department completes an audit of the actual receipts and the actual remittances of the Tax. The Department then reconciles the difference between the actual receipts and the estimated remittances and remits the remaining balance to the school corporations on or around November 1 for the fiscal year ending the previous June 30 (the "Reconciliation Payment"). It is possible that the Reconciliation Payment is a negative number if actual receipts were less than expected receipts by an amount greater than 5%.

The Tax is remitted to each school corporation in the State based on actual enrollment for the fiscal year in question. The actual enrollment for a fiscal year is determined by a count of those students registered to attend the school corporation as of the first Friday of the previous October (as amended from time to time in the future by the Legislature). Each school corporation receives an equal amount of revenue per pupil from the Tax.

TABLE 1: ESTIMATED PAYMENT SCHEDULE (1) (2)

Date	Principal Maturity	Semi Annual Interest Payment	Annual P & I This Issue
Assumes Dated December 1, 2017			
7/1/2018	0	116,384	116,384
1/1/2019		99,758	
7/1/2019	685,000 ¹	99,758	884,515
1/1/2020		91,709	
7/1/2020	700,000 ¹	91,709	883,418
1/1/2021		83,484	
7/1/2021	720,000 ¹	83,484	886,968
1/1/2022		75,024	
7/1/2022	735,000 ¹	75,024	885,048
1/1/2023		66,388	
7/1/2023	750,000 ¹	66,388	882,775
1/1/2024		57,575	
7/1/2024	770,000 ¹	57,575	885,150
1/1/2025		48,528	
7/1/2025	790,000 ¹	48,528	887,055
1/1/2026		39,245	
7/1/2026	805,000 ¹	39,245	883,490
1/1/2027		29,786	
7/1/2027	825,000 ¹	29,786	884,573
1/1/2028		20,093	
7/1/2028	845,000 ¹	20,093	885,185
1/1/2029		10,164	
7/1/2029	865,000	10,164	885,328
1/1/2030			
7/1/2030			
Totals:	8,490,000	1,359,886	9,849,886

- (1) The Average maturity based on the preliminary debt structure is 6.816 years
(2) Preliminary, subject to change

TABLE 2: ESTIMATED USES OF FUNDS

ESTIMATED USES OF FUNDS	
Est'd Net Proceeds Available:	8,335,640.00
Debt Service Reserve Fund:	
Costs of Issuance:	154,360.00
Underwriting Costs:	
Deposit to Sinking Fund:	0.00
Surplus:	0
TOTAL	8,490,000

ESTIMATED SOURCES OF FUNDS	
Sales Tax Bonds:	8,490,000
Accrued Interest:	0.00
Cash on Hand - PPEL / SILO:	0
Earnings During Construction:	0
TOTAL	8,490,000

TABLE 3: CERTIFIED ENROLLMENT HISTORY

<u>Year</u>	<u>Enrollment</u>
2001	1,353
2002	1,336
2003	1,336
2004	1,372
2005	1,328
2006	1,328
2007	1,327
2008	1,289
2009	1,256
2010	1,217
2011	1,213
2012	1,207
2013	1,167
2014	1,129
2015	1,133
2016	1,110

TABLE 4: HISTORIC SALES TAX COLLECTIONS

Actual Historic Sales Tax Revenues, Accrual Basis:		
<u>Fiscal Year</u>	<u>TOTAL COLLECTIONS</u>	<u>Approximate Per Student</u>
2005	\$599,076	\$448
2006	\$695,585	\$507
2007	\$712,151	\$536
2008	\$783,159	\$590
2009	\$709,125	\$534
2010	\$808,643	\$627
2011	\$885,828	\$705
2012	\$906,462	\$745
2013	\$997,627	\$823
2014	\$1,089,456	\$903
2015	\$1,076,221	\$923
2016	\$1,064,603	\$943
2017*	\$1,068,485	\$943
2018*	\$1,065,200	\$959

**Estimated for FY2017 & FY2018*

1. Reflects Department of Revenue Estimates for Fiscal Year 2017 & Fiscal Year 2018 Collections

TABLE 5: PRO-FORMA FUTURE REVENUES & ESTIMATED COVERAGE

Fiscal Year	Total P&I Payments	No Growth Assumed		Growth Assumed	
		Estimated Collections	Estimated Coverage	Estimated Collections	Estimated Coverage
	(1)	(1)	(2)	(1)	(3)
2018	116,384	1,065,200	9.15	1,065,200	9.15
2019	884,515	1,065,200	1.20	1,070,847	1.21
2020	883,418	1,065,200	1.21	1,076,293	1.22
2021	886,968	1,065,200	1.20	1,081,529	1.22
2022	885,048	1,065,200	1.20	1,086,545	1.23
2023	882,775	1,065,200	1.21	1,091,328	1.24
2024	885,150	1,065,200	1.20	1,095,868	1.24
2025	887,055	1,065,200	1.20	1,100,153	1.24
2026	883,490	1,065,200	1.21	1,104,171	1.25
2027	884,573	1,065,200	1.20	1,107,909	1.25
2028	885,185	1,065,200	1.20	1,111,356	1.26
2029	885,328	1,065,200	1.20	1,133,583	1.28
	9,849,886				

1. Assumes payment schedules as outlined in Table 1 combined with the debt service obligations of the outstanding Series 2011 sales tax revenue bonds.
2. Assumes no change in statewide enrollment and revenue per student from estimated fiscal year 2018 levels by the Department of Revenue (\$959.38 per student).
3. Assumes 2% annual increase in statewide revenue per student from estimated fiscal year 2018 levels beginning FY2019 and a 16 student decrease in enrollment per year from FY 2019-2028.

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**TABLE 6: ACTUAL HISTORIC TAXABLE RETAIL SALES HISTORY -
STATE OF IOWA**

Year Ending Mar or Jun 30th	Taxable Sales	Annual % Growth
2016	38,419,499,789	2.380%
2015	37,526,318,978	4.683%
2014	35,847,612,592	3.009%
2013	34,800,587,136	0.760%
2012	34,537,967,263	4.966%
2011	32,904,016,683	3.007%
2010	31,943,592,540	-4.816%
2009	33,559,887,619	1.423%
2008	33,089,024,825	4.561%
2007	31,645,718,767	1.727%
2006	31,108,387,657	4.372%
2005	29,805,300,584	2.426%
2004	29,099,277,162	1.374%
2003	28,704,897,783	0.908%
2002	28,446,628,916	-0.179%
2001	28,497,729,275	3.305%
2000	27,586,079,482	3.046%
1999	26,770,708,316	5.676%
1998	25,332,748,804	3.277%
1997	24,528,959,504	4.228%
1996	23,534,006,709	4.776%
1995	22,461,226,855	4.825%
1994	21,427,415,422	4.985%
1993	20,410,006,777	4.647%
1992	19,503,730,902	4.275%
1991	18,704,127,896	4.183%
1990	17,953,167,720	5.229%
1989	17,061,104,576	5.398%
1988	16,187,378,730	3.840%
1987	15,588,803,568	
Previous 5 year Average:		3.160%
Previous 10 year Average:		2.170%
Previous 15 year Average:		2.040%
Previous 20 year Average:		2.507%
Previous 25 year Average:		2.946%

The remainder of this page left blank intentionally.

The attached document is being sent to you as a prospective lender or purchaser in connection with a private placement where Piper Jaffray & Co. or its affiliate is serving as a placement agent. The information contained in the attached document has been prepared by the borrower on a confidential basis and solely for use in connection with the proposed transaction. Piper Jaffray & Co. and its affiliates have not independently verified the information contained herein or otherwise made any further investigation of the transaction, the credit of the borrower and any obligor, the collateral and the transaction terms. Neither Piper Jaffray & Co. nor any of its affiliates, partners, officers, agents, employees or representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of such information. All references to financial information of the borrower, any obligor or the collateral shall not be considered as applicable for any period after the date they are referenced, unless expressly stated otherwise.

In addition to the attached document, you as prospective lender or purchaser will be provided with or granted access to all of the available financial and other information requested and deemed by you to be necessary to enable you to make an independent and informed judgment with respect to the collateral, the borrower and any obligor and their credit and the desirability of purchasing an interest in the prospective transaction. You as prospective lender or purchaser agree to make a complete examination of all transaction documents and approve of the form and content of the same prior to your funding and you agree that Piper Jaffray & Co. and its affiliates shall have no responsibility to perform and have not independently performed an examination of or approved the transaction documents or any specific transaction terms and shall not have any duty to inspect the collateral or the books and records of borrower or any obligor.

By accepting this package and considering becoming a prospective lender or purchaser, you hereby represent that you have the sophistication and knowledge required to evaluate the transaction, the credit of the borrower and any obligor, the collateral and the transaction terms, and that you will make your own independent credit analysis and decision to purchase your interest in the transaction based upon your own independent examination and evaluation of the transaction and the information you have deemed appropriate, without reliance on Piper Jaffray & Co. or its affiliates, its directors, officers, employees, attorneys or agents.

Piper Jaffray & Co., its affiliates, directors, officers, employees, attorneys or agents make no representations or warranties, express or implied, as to the business wisdom or propriety of purchasing an interest in the transaction, compliance with any lending or regulatory requirements, the credit worthiness of the borrowers or any obligor and the value and security of the collateral or with respect to the solvency, condition (financial or other) or future condition (financial or other) of borrower, any obligor, or the collateral securing any transaction, or for the due execution, legality, validity, enforceability, genuineness, sufficiency or collectability of the collateral or any transaction document relative thereto. Piper Jaffray & Co. and its affiliates shall not be responsible for the performance or observance of any of the terms, covenants or conditions of the transaction documents.



3900 Ingersoll Ave. Suite 110, Des Moines, IA 50312

Tel: 515-247-2353

Tel: 800-333-6008

Fax: 515-247-2352

Piper Jaffray & Co. Since 1895. Member SIPC and NYSE

September 6, 2017

Red Oak Community School District
Attn: Tom Messinger, Shirley Maxwell & Board of Directors
2011 N 8th Street
Red Oak IA 51566

Dear Board, Tom & Shirley -

The Offering Terms that are being prepared becomes the Issuer's communication to the market and ultimately, the accuracy of the information contained in the Offering Terms is the Issuer's responsibility. There are a few items that we want to specifically call your attention to with respect to the terms. These are representations that the Issuer (you) are making to the marketplace and you need to ensure that they are accurate.

MATERIALLY ACCURATE FINANCIAL STATEMENTS

The Offering Terms will include a reference and hyperlink to the audited financial statements for the most recent fiscal years for which audits are available. Quite often, the audited financial statements are somewhat dated at the time of publication of the official statement. For example, for the bonds in question, the most recent audit available is the audited for the period ending June 30, 2016. As the bonds are being dated December 1, 2017, the audits may not present a clear picture of the Issuer's financial expected position as of June 30, 2017. Under securities laws and prior rulings, you are responsible for the accurate and full disclosure of material changes in financial position since the most recent audit was printed. If you know that the financial position of the Issuer has changed in that time, or is likely to change during the current fiscal year, it is the Issuer's responsibility to disclose this actual or expected change in these Offering Terms.

Please carefully review the most recent audit, and the interim financial statements and budgets since that time to see if you expect material changes to occur in financial statements. If so, please contact us to discuss the modification of the Offering Terms to include disclosure about the potential changes.

MATERIAL EVENTS NOTICES

If you have prior bonds outstanding for which a continuing disclosure obligation exists, you have a responsibility to have disclosed, under the prior continuing disclosure certificate, the following items if they have occurred. Please carefully review the following to see if any of the events have occurred and, if so, check to see if a disclosure was made. If a disclosure was not made, please contact us so that adequate disclosure can be made and noted in the official statement. Please call if you are unclear what these items mean in the context of your debt management practices.

LIST OF MATERIAL EVENTS THAT MUST BE DISCLOSED

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements relating to the Bonds reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series Bonds, or material events affecting the tax-exempt status of the Bonds;
7. Modifications to rights of Holders of the Bonds, if material;
8. Bond calls (excluding sinking fund mandatory redemptions), if material, and tender offers;
9. Defeasances of the Bonds;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes on the Bonds;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material

BOND INSURANCE RATING DOWNGRADES

Over the past 8+ years, many of the bond insurers practicing in the municipal bond industry have had their ratings lowered, which is a cause for a material event filing under number 11 above. If you have municipal debt outstanding that was insured by a municipal bond insurance company, it is quite possible that a material event notice is required under item 11 above. If a notice has not been prepared, or you are unaware, please contact us so that we can attempt to ascertain if you are in compliance under the terms of your prior certificate and, if not, we can help to remedy the situation.

If you would like to review any of this, please call or email me at matthew.r.gillaspie@pjc.com or (800)333-6008.

Very truly yours,

Via Email

Matthew R. Gillaspie
Managing Director



3900 Ingersoll Avenue, Suite 110 Des Moines, Iowa 50312
Tel: 515-247-2353 | Tel: 800-333-6008 | Fax: 515-247-2352
Piper Jaffray & Co. Since 1895. Member SIPC and NYSE

September 6, 2017

Red Oak Community School District
Attn: Shirley Maxwell
2011 N 8th Street
Red Oak IA 51566

Dear Shirley,

As we prepare to work on the proposed issue of bonds, we need to inquire whether you intend to issue additional tax-exempt obligations during the balance of calendar year 2017. An obligation would be a bond, loan, note, lease purchase or energy improvement note or equipment financing obligation, without regard to amount. An obligation that is tax-exempt would generally have an "8038G" filing associated with it, which is an IRS form, and often times would also have a legal opinion saying that the obligation was tax-exempt.

The purpose of this letter is to ensure that we are aware of any obligations that might be issued during calendar year 2017, so that we can provide you with the best guidance possible. To that end, if you would please fill out the attached form and return to our attention at your earliest convenience, that would be most helpful.

Please do not hesitate to contact me at (800)333-6008 with any questions.

Very truly yours,

Via e-mail

Matthew R. Gillaspie
Managing Director

Red Oak Community School District, Iowa

Expected Tax-exempt Obligations Report

ALL OBLIGATIONS PRESENTED HEREIN ARE TAX-EXEMPT WITH 8038G FORMS FILED WITH THE IRS

Issuer:	Red Oak CSD
Reporting Period:	Calendar Year 2017
This bond/note issue amount:	Approx \$8,490,000 Sales Tax Bonds
Date of this Report:	
Bonds issued already during this reporting period:	
Additional bonds expected during reporting period:	
Purpose of additional bonds:	
Loan agreements or capital loan notes issued already in this reporting period:	
Additional loan agreements during reporting period:	
Purpose for additional loan agreements:	
Lease purchase agreements issued already in this reporting period:	
Additional lease purchase agreements to be issued during reporting period:	
Purpose of additional lease purchase agreements:	
Other obligations issued already:	
Other obligations expected to be issued during this reporting period:	

Signed: _____

Title: _____

Date: August 29, 2017

To: Shirley Maxwell – Red Oak Community School District

From: Matthew R. Gillaspie, Managing Director

Re: Due Diligence Governmental Bonds Questionnaire for the
Red Oak Community School District / School Infrastructure Sales, Services & Use Tax
Revenue Bonds, Series 2017

Thank you for engaging Piper Jaffray as Placement Agent for the Bonds. As part of our regulatory requirements, we must perform a “due diligence” inquiry with respect to the issuance of the Bonds. This questionnaire provides a general framework of topics for a due diligence review with the responsible officials of the Red Oak CSD (the “Issuer”). The objective of the due diligence review is to verify that the offering documents prepared in connection with the offering of the Bonds provides a complete and accurate description of the Bonds and the Issuer. This questionnaire is designed to confirm and/or obtain information that will be used in the offering document provided to potential investors who may invest in the Bonds.

I. PRELIMINARY OFFICIAL STATEMENT

1. Please identify the Issuer officials who have reviewed the offering documents and the information relating to the Issuer contained therein.
2. Based on such officials’ review, is any information set forth in the OFFERING DOCUMENT, which could be material to an investor who may purchase the Bonds, inaccurate?
3. Based on such officials’ review, is any information, which could be material to an investor who may purchase the Bonds, omitted from the OFFERING DOCUMENT?

II. GENERAL AREAS OF INQUIRY

1. Discuss recent or planned material transactions of the Issuer, including policies and other events which may affect the Issuer’s general credit or operations in a positive or negative manner.
2. To the best of your knowledge, do any conflicts of interest exist between the Issuer or the governing bodies’ members and parties to the financing?

III. LEGAL MATTERS

1. Please discuss any pending or threatened litigation against the Issuer which, if decided adversely against the Issuer, would have a material financial impact on the Issuer or its operations.
2. Is there any pending or threatened litigation challenging the rights of officers of the Issuer to their offices or the authority of the Issuer to levy or collect revenues or taxes to repay the Bonds?

3. Please discuss any pending audits, investigations, examinations or proceedings by the IRS, SEC, EPA or other state or federal governmental authority or agency, if any. Are there any regulatory or administrative issues or concerns affecting the Issuer?
4. To your knowledge, are there any material liabilities or unfunded contingencies that the Issuer has incurred or may be exoffering documented to which could have a material financial impact on the Issuer (e.g., pending or threatened disagreements, conflicts, issues, or disputes with any Issuer vendor or defaults under any agreement to which the Issuer is a party)?
5. Are there any resolutions or State or Local governmental legislation of which we need to be aware that could affect the Bonds?
6. Are there any local ballot initiatives that are likely to qualify for the ballot that could materially impact the Issuer's finances?

IV. TAX MATTERS

1. Is the Issuer in compliance with all arbitrage rebate payment requirements under the Internal Revenue Code of 1986, as amended?
2. Has the Issuer been informed that any bonds or other debt obligations of the Issuer are being audited in order to determine whether the interest thereon is excluded from gross income of the holders thereof?

V. CONTINUING DISCLOSURE INFORMATION

1. In connection with prior security offerings subject to the Rule, have any of the following 14 events occurred in the past five years with respect to the Issuer for which a notice of any such event was not filed with the required information reoffering documentaries?:
 - a. principal and interest payment delinquencies;
 - b. non-payment related defaults, if material;
 - c. unscheduled draws on debt service reserves reflecting financial difficulties;
 - d. unscheduled draws on credit enhancements reflecting financial difficulties;
 - e. substitution of credit or liquidity providers, or their failure to perform;
 - f. adverse tax opinions, the issuance by the Internal Revenue Service of proffering documented or final determinations of taxability, Notices of Proffering documented Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
 - g. modifications to rights of holders of the security, if material;
 - h. security calls, if material, and tender offers;
 - i. defeasances;
 - j. release, substitution, or sale of property securing repayment of the security, if material;
 - k. rating changes;
 - l. bankruptcy, insolvency, receivership, or similar event of the Issuer or another obligated person;

- m. the consummation of a merger, consolidation, or acquisition involving the Issuer or another obligated person or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- n. appointment of a successor or additional trustee or the change of name of a trustee, if material.

VI. GENERAL

1. Has the Issuer received from the auditors any management letters or areas of concern in its previous three (3) annual audits? If so, have the areas of concern been addressed? Are there any expected changes in the Issuer's auditors or management?
2. Are there any new accounting standards that will be implemented with respect to the Fiscal Year 2017 audit, and if so, how will they impact the Issuer's audit presentation?
3. Please discuss any other significant factors or events affecting the Issuer, its operations or its finances that have not been discussed but could be material to investors who may invest in the Bonds.

VII. FINANCIAL; DEBT; LIABILITIES

1. Is the Issuer currently in compliance with all covenants and agreements relating to its outstanding debt obligations?
2. Has the Issuer ever defaulted in the payment of, or satisfaction of any covenant in connection with, any of its indebtedness?
3. Does the Issuer have any other financial obligations (loans, etc.) outstanding other than its outstanding bond issues and the outstanding lease agreements described in the most recent published financial statements?
4. Does the Issuer plan to issue any additional general obligation debt in the next 12 months?
5. Are any of the Issuer's non General Fund operations currently in a financial position that could have a material adverse effect on the General Fund itself?
6. Please discuss the Issuer's current capital improvement plan, including plans for acquisitions, projects, and financings by the Issuer within the next 36 months.
7. Are the taxes or revenues pledged to the payment of the Bonds segregated from other revenues of the Issuer? Who maintains possession of segregated funds? In the last few years, have monies been borrowed temporarily for other purposes?
8. Have there been any material changes in the financial condition or results of operations since the Issuer's last financial audit for the period ending FY2014?
9. Please discuss any changes in auditors in the last five years and the reasons for that change.
10. Do you expect any material change in the Issuer's current tax rates in the upcoming fiscal year?

11. Are there any expected draws or transfers respecting the General Fund balance in the foreseeable future?
12. Is there any matter regarding the Issuer's investments which may be material to potential purchasers of the Bonds (e.g., material investment losses in the last few years, material changes to the investment allocations since the date of this letter material changes to the Issuer's investment policy, or insufficient collateralization of the Issuer's cash accounts)?

VIII. PROPERTY TAX INFORMATION; PROPERTY VALUES

1. Does the Issuer anticipate any annexations or significant development within its boundaries?
2. Are there any concerns about the financial condition of any of the top property owners within the district?
3. Has the Issuer experienced any significant loss/gain of principal taxpayers in the last three years?
4. Has there been volatility in assessed values for these taxpayers? What was the reason?
5. Is there a significant concentration of the Issuer's tax base in a single industry or business?
6. Is the Issuer aware of any matters (e.g., relocation or closure of a major property owner, material assessment appeals, blanket assessment reductions by County Assessor) which may have a materially adverse impact on assessed values within the Issuer?

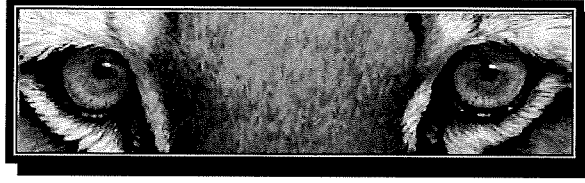
Acknowledgement:

By: _____

Its: _____

Date: _____, 2017

Red Oak Community School District



Approximately \$8,490,000 School Infrastructure Sales, Services & Use Tax Revenue Bonds
 [To Be Combined With Voter-Approved G.O. School Bond Proceeds & Accumulated Cash To Fund Overall Capital Plan]

PRIVATE PLACEMENT

Estimated 2017 Timetable

June 27, 2017 \$19,990,000 G.O. School Bond Referendum
 76.69% Voter Approval (Required 60.0%)

September 12, 2017 School Board Election
 New Board Members Seated 9/25/2017

*Monday, September 25 th	New Board Reviews This Timeline and Bigger-Picture Plan. By Consensus Direct Administration & Piper Jaffray to Proceed; Or, Make Adjustments to Timeline & Plan. -Board executes Engagement Letter with Piper Jaffray (Sales Tax Bonds) -Board executes Financial Services Agreement with Piper Jaffray (G.O. Bonds) -Board executes Dissemination Agent Agreement with Piper Jaffray (G.O. Bonds) -Board approves form of Bid Package to be used (consensus; no formal vote required)
Week of October 2 nd	Piper Jaffray distributes Offering Terms to prospective purchasers for review
*Monday, October 9 th	No Board Action Required for Bonds
Thursday, October 19 th	3:00PM Interested Bond Purchasers provide bid details to Piper Jaffray
Friday, October 20 th	Piper Jaffray reviews bids and calculates most favorable bid. Piper provides bid details to Ahlers & Cooney for document preparation ahead of 10/23 & 11/13 meeting dates.
*Monday, October 23 rd	REGULAR BOARD MEETING at 6:00 PM ➤ Board reviews results of proposals received ➤ Board takes action to award or reject best bond proposal ➤ All final transaction details are transmitted to Ahlers & Cooney for final document preparation ahead of 11/13 meeting
*Monday, November 13 th	REGULAR BOARD MEETING at 6:00 PM All legal documents for bonds executed at this meeting
Friday, December 1 st	Transaction closes. Bond proceeds are delivered to District's bank for use in funding project and paying bond issuance costs.

Construction Bids Solicited	Mid-March 2018
Construction Bids Received	Early April 2018
Construction Bids Awarded	Mid-April 2018
Construction Begins	May 2018 (May or May Not Include Inman Project – Either 2018 or 2019)
Project Completed	Fall 2020

Some or All of \$19,990,000 Voted G.O. Bonds Sold Spring 2018
 Subject to Current Interest Rates, Actual Cash Flow Needs, and Estimated Bank Qualified (BQ) Rate Differential

* Board Action Dates

July 1, 2018	- District makes initial interest payment; semi-annually thereafter
July 1, 2019	- District makes initial principal payment; annually thereafter



Ahlers & Cooney, P.C.
Attorneys at Law
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com
Elizabeth A. Grob
515.246.0305
bgrob@ahlerslaw.com

September 5, 2017

VIA E-MAIL

Shirley Maxwell
Red Oak Community School District
2011 N. 8th Street
Red Oak, IA 51566

Re: Bond Counsel Engagement Agreement
Approximately \$8,490,000 School Infrastructure Sales, Services and Use Tax Revenue
Bonds, Series 2017 (the "Bonds")

Dear Shirley:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond counsel to the Red Oak Community School District (the "Issuer") in connection with the issuance of the Bonds. The Bonds are being issued 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; to improve the existing high school (including the Tech Center) site; and to demolish the Webster building. The Bonds will be secured by the statewide School Infrastructure Sales, Services and Use Tax Revenues. We understand you the District has engaged Piper Jaffray & Co. as the Placement Agent for this transaction and has NOT hired a financial advisor. While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Bonds, this Agreement relates to the agreed-upon scope of bond counsel services described herein.

SCOPE OF ENGAGEMENT

In the role of Bond Counsel, we will provide the following services: 0

- (1) Subject to the completion of proceedings and execution of documents to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and enforceability of the Bonds, the source of payment and security for the Bonds, and the tax status of the Bonds for federal income tax purposes.
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, and coordinate the authorization and execution of such documents.
- (3) Review legal issues relating to the structure of the Bond issue.
- (4) Upon request, review Bond terms for distribution to local banks.

- (5) File an appropriate Form 8038 with the IRS after Closing.

As bond counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the original purchaser thereof. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser or other persons. The Bond Opinion will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

The duties covered by a fee for Bonds issued under this engagement are limited to those expressly set forth above. Our fee for a Bond issue *does not* include the following services, or any other matter not required to render our Bond Opinion:

- (a) Assist in the preparation or review of the offering documents with respect to the Bonds, or perform an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Offering Documents do not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- (b) We have not been engaged as, and should not be viewed as, disclosure counsel.
- (c) Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
- (d) Drafting state constitutional or legislative amendments.
- (e) Pursuing test cases or other litigation, such as contested validation proceedings.
- (f) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (g) After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).

We will provide one or more of the services listed in (a)–(g) upon your request, however, a separate, written engagement will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subparts (h)–(k) below, are not included in this Agreement, nor will they be provided by us at any time.

- (h) Acting as an underwriter, or otherwise marketing the Bonds.

- (i) Acting in a financial advisory role.
- (j) Preparing blue sky or investment surveys with respect to the Bonds.
- (k) Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this Agreement, the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of the Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the Issuer and the attorney-client relationship created by this Agreement will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the completed Internal Revenue Service Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

OTHER REPRESENTATIONS

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Bond Fees:

The fee we charge for services rendered under this Agreement for the Bonds for which we give a Bond Opinion is based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this Agreement; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will not exceed \$12,500. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you. Such adjustment might be necessary in the event: (a) the principal amount of Bonds actually issued differs significantly from the amount stated above; (b) material changes in the structure or schedule of the financing occur; or (c)

unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility. It is not anticipated that it will be necessary for us to personally attend meetings in order to provide the Bond Counsel services outlined above but we will do so in the event that circumstances require.

In addition to our Bond fee, we will bill for all customary client charges made or incurred on your behalf, such as travel costs reimbursement, photocopying, deliveries, computer-assisted research, bond printing, and other related expenses. We estimate that such charges will not exceed \$500. We will contact you prior to incurring expenses that exceed this amount.

Billing Matters:

We will submit a summary invoice for the professional services described herein after Closing. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our Bond Opinion, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates, plus client charges, as described above (not to exceed the fee we would have received if we had rendered our Bond Opinion). My current hourly rate is \$300. Work performed by other attorneys will be billed at their current hourly rate. Associate attorneys begin at \$200, and work by legal assistants will be billed at \$100. The hourly rates reflected herein are subject to our periodic review and adjustment – typically annually.

Other Advice:

If requested, we will maintain one or more separate accounts for periodic services rendered to the Issuer in connection with other matters unrelated to any particular Bond financing. Such services may involve the rendering of advice, opinions or other assistance in connection with such issues including, but not limited to (i) financing alternatives in connection with a particular project, (ii) compliance with lending programs, (iii) the impact of specified actions on tax-exempt status of outstanding Bonds, or (iv) other matters the Issuer may seek advice or guidance upon. Billings for such separate services will be based on our standard hourly rate of the individual attorney performing the services. Statements for any such additional services shall be submitted periodically, but no less frequently than semi-annually.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement. It is our practice to retain transcripts for each financing for at least the life of the Bonds. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.

Please carefully review the terms and conditions of this Agreement. ***If the above correctly reflects our mutual understanding, please so indicate by returning a copy of this letter signed and dated by the Board President, retaining an original for your file.***

September 5, 2017

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If you have questions regarding any aspect of the above or our representation as Bond Counsel, please do not hesitate to write or call.

It has been a pleasure to serve you in the past, and we look forward to our continued relationship.

Very truly yours,

AHLERS & COONEY, P.C.



Elizabeth A. Grob

EAG:nj

Enclosures

Accepted and Approved this _____
day of _____, 2017:

RED OAK COMMUNITY SCHOOL DISTRICT

By _____
President of the Board of Directors

1400576

Red Oak Community School District
Staff Selection Recommendation

Date: 8-31-17


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

Position: Transportation Department - Full Time Driver


Name: Steve Thomas

Certified:
Lane: _____
Step: _____
Salary: _____

Classified:
Hourly Rate: \$10.45
Hours Per Day: _____


Principal/Director

Please send form to Superintendent for Board Approval

Background Check Returned 8/31/17 

Red Oak Community School District
Staff Selection Recommendation

Date: 8-28-17

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

Trans

Position: Sub Driver

Name: ~~Douglas Moore~~, Fred Pilecki

Certified:

Lane: _____

Step: _____

Salary: _____

Classified:

Hourly Rate: \$10.45

Hours Per Day: _____



Principal/Director

Please send form to Superintendent for Board Approval

Red Oak Community School District
Staff Selection Recommendation

RECEIVED
AUG 31 2017
JW

Date: 8/30/17

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

Position: Co-MS STUDENT COUNCIL

Name: Christy Rea

Certified:

Lane: _____

Step: _____

Salary: \$ 461.63

Classified:

Hourly Rate: MA

Hours Per Day: _____

[Signature] 8/30/17
Principal/Director

Please send form to Superintendent for Board Approval

RECEIVED
AUG 31 2017
BY: JN

Red Oak Community School District
Staff Selection Recommendation

Date: 8/30/17

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

Position: Co- MS STUDENT COUNCIL

Name: Amy Center

Certified:
Lane: _____

Step: _____

Salary: \$461.63

Classified:
Hourly Rate: N/A

Hours Per Day: _____

[Signature]
Principal/Director

8/30/17

Please send form to Superintendent for Board Approval