

BOARD OF SUPERVISORSDistrict 1 | **Stacey Walker**District 2 | **Ben Rogers**District 3 | **Louis J. Zumbach****JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000 | FAX: 319-892-5009

LinnCounty.org

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Monday, April 26, 2021

11 a.m.

Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA**Call to Order****Public Comment: Five Minute Limit per Speaker**

This comment period is for the public to address topics on today's agenda.

Minutes

Discuss and decide on meeting minutes.

Discuss and decide on an update by the Cedar Rapids Parks Foundation regarding a Kayak Launch that was awarded during the Economic and Community Development 2020 funding process

Discuss City of Cedar Rapids request for Temporary Construction Easement on 1st Avenue of Linn County Sheriff property.

Discuss a proposed Agreement between Linn County and Martin Gardner Architecture, PC for architectural and engineering services related to the design and construction of a Secondary Road Department District 1 maintenance building

Public Comment: Five Minute Limit per Speaker

This is an opportunity for the public to address the board on any subject pertaining to board business.

Payroll Authorizations

Discuss and decide on Employment Change Roster (payroll authorizations).

Claims

Discuss and decide on claims.

Legislative Update

Discuss and decide on action related to proposed legislation

Correspondence**Appointments****Closed Session**

The Board will enter into a closed session pursuant to Iowa Code Section 21.5.(1)(j) to discuss the purchase or sale of real estate

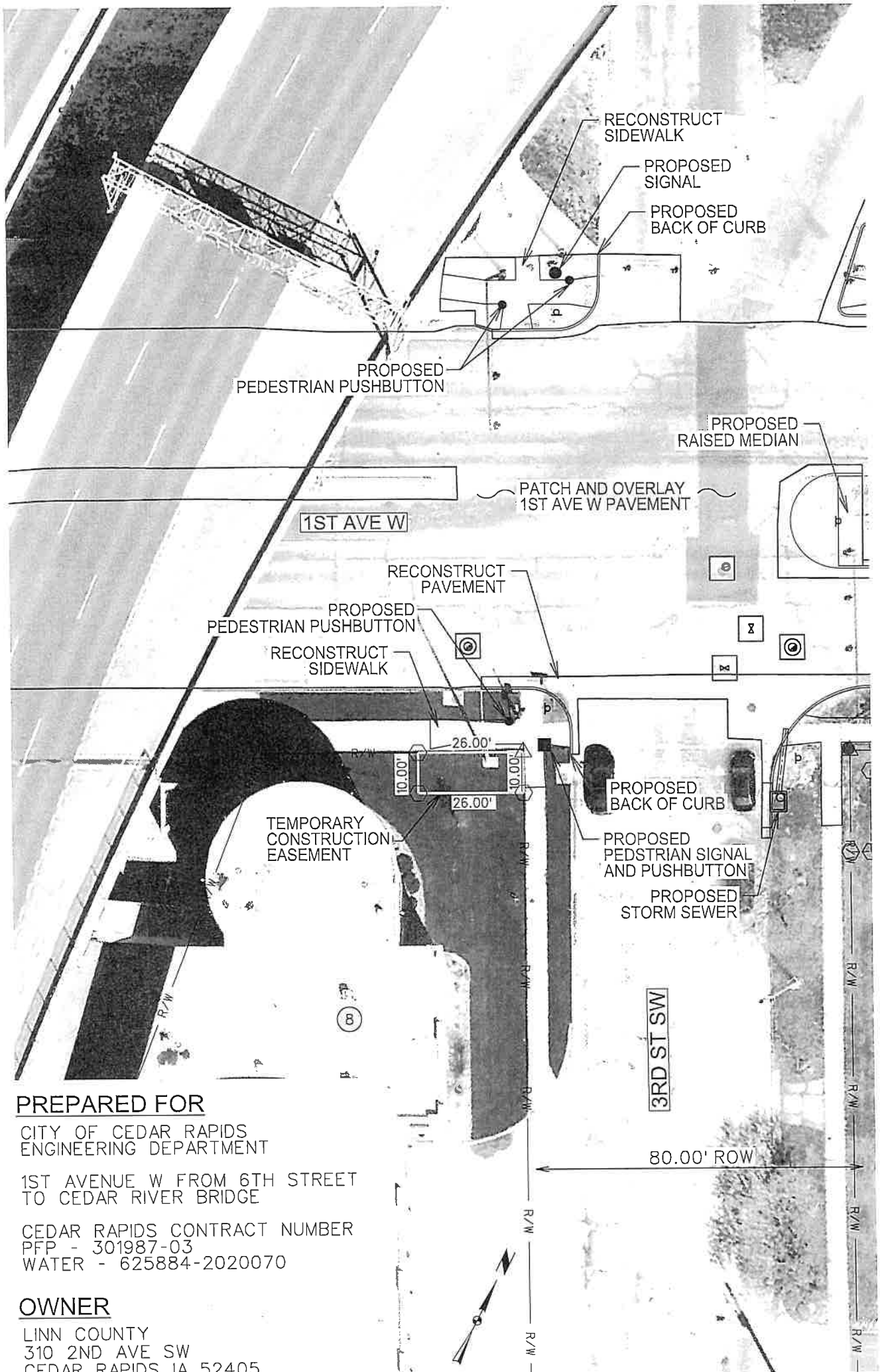
Adjournment

To adhere to social distancing requirements, Linn County employees and the public may participate in this meeting as follows:

- 1) Conference call—telephone number 1-800-945-0974, access code 501116
- 2) Email questions or comments prior to or during the meeting to: bd-supervisors@linncounty.org

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncounty.org.

PARCEL IMPACT DETAIL



PREPARED FOR
CITY OF CEDAR RAPIDS
ENGINEERING DEPARTMENT

1ST AVENUE W FROM 6TH STREET
TO CEDAR RIVER BRIDGE

CEDAR RAPIDS CONTRACT NUMBER
PFP - 301987-03
WATER - 625884-2020070

OWNER
LINN COUNTY
310 2ND AVE SW
CEDAR RAPIDS, IA 52405

TEMPORARY CONSTRUCTION EASEMENT PARCEL IMPACT DETAIL 	SHEET 1 OF 1
	PN: 1191070
	FLD BK: xx xx-xx
	DATE: 01/27/21
5005 BOWLING STREET S.W. CEDAR RAPIDS, IA 52404 (319) 362-9394	PM/TECH: WTH

REAL ESTATE CLOSING STATEMENT

Seller

Linn County

County

Linn

Contract Pay Date

Project No.

301987

Possession Date

Parcel No.

8

Property Description

A part of Lot 3, Auditor's Plat No. 8 According to the Plat Recorded in Volume 210, Page 273 at the Linn County Recorder's Office

Transaction Closed

☐ By Mail

☐ In Person

☐ N.A. means Not Applicable

☐ Non-cash Consideration Involved

CONTRACT CONSIDERATION BREAKDOWN (No breakdown is made if transaction is a Total Acquisition)

1) Land acquired by fee:

1) \$

2) Land acquired by permanent easement

2) \$

3) Buildings acquired considered real estate:

\$

less salvage value:

\$

3) \$

4) Other improvement considered real estate:

\$

less salvage value:

\$

4) \$

Total Conveyance Consideration (lines 1 through 4)

\$0.00

5) Other improvements considered damages, including fence:

5) \$

6) Total temporary easement:

6) \$225.00

7) Total reduction in value - temporary easement for detour:

7) \$

8) Control of Access:

8) \$

Total Damages (lines 5 through 8)

\$225.00

LESS: Mitigate Damages (Non-cash Considerations)

\$

TOTAL CONTRACT CONSIDERATION

\$225.00

Contingent Payment (e.g., value of septic, value of well):

plus \$

Scheduled Future Abstracting Payment:

plus \$

GROSS PROCEEDS (Maximum Determinable Proceeds)

\$225.00

DISTRIBUTION OF GROSS PROCEEDS (NOTE: Warrant(s) must be endorsed by all payees before cashing)

Partial Payment Warrant #

Paid

/ /

\$

Conveyance Warrant #

Paid at Time of Closing

\$225.00

Possession Warrant #

Paid at Time of Possession

\$

(Contact

Phone No.

for Warrant)

Contingent Payment Warrant #

Paid

/ /

\$

Lienholders and Other Assessments Paid:

1) Mortgage (principal & interest)

\$

2) Real Estate Taxes (Linn County Treasurer)

\$

3) Special Assessments

\$

4) Personal Taxes

\$

TOTAL DISTRUBUTIONS OF GROSS PROCEEDS

\$225.00

REMARKS:

Grantor (or Grantor's Agent) acknowledges the return and receipt of Abstract of Title No. in parts to the following described real estate:

We, Grantee's Agent and Grantor, do hereby certify that this real estate transaction is closed and this statement is true and correct and the Grantor hereby acknowledges receipt for the funds specified above.

Grantee's Agent:

CITY OF CEDAR RAPIDS, IOWA

Grantor:

BY:

BY:

Closing Agent

Date

Date

STATEMENT OF PROPERTY OWNER'S RIGHTS

Just as the law grants certain entities the right to acquire private property, you as the owner of the property have certain rights. You have the right to:

1. Receive just compensation for the taking of property. (Iowa Constitution, Article I, section 18)
2. An offer to purchase which may not be less than the lowest appraisal of the fair market value of the property. (Iowa Code section 6B.54(3))
3. Receive a copy of the appraisal, if an appraisal is required, upon which the acquiring agency's determination of just compensation is based not less than ten days before being contacted by the acquiring agency's acquisition agent. (Iowa Code section 6B.45)
4. An opportunity to accompany at least one appraiser of the acquiring agency who appraises your property when an appraisal is required. (Iowa Code section 6B.54(2))
5. Participate in good-faith negotiations with the acquiring agency before the acquiring agency begins condemnation proceedings. (Iowa Code section 6B.2B)
6. Retain legal counsel of your choosing at your expense for the purpose of bringing a court action to challenge the exercise of eminent domain authority or the condemnation proceedings in accordance with the provisions of law. (Iowa Code section 6B.3A; Iowa Code section 6A.24)
7. A determination of just compensation by an impartial compensation commission and the right to appeal its award to the district court if you cannot agree on a purchase price with the acquiring agency. (Iowa Code section 6B.4; Iowa Code section 6B.7; Iowa Code section 6B.18)
8. Payment of the agreed upon purchase price or, if condemned, a deposit of the compensation commission award before you are required to surrender possession of the property. (Iowa Code section 6B.25; Iowa Code section 6B.26; Iowa Code section 6B.54(11))
9. Reimbursement for expenses incidental to transferring title to the acquiring agency. (Iowa Code section 6B.33; Iowa Code section 6B.54(10))
10. Reimbursement of certain litigation expenses: (a) if the award of the compensation commissioners exceeds 110 percent of the acquiring agency's final offer before condemnation; and (b) if the award on appeal in court is more than the compensation commissioners' award. (Iowa Code section 6B.33)
11. To the greatest extent practicable, be provided at least 90 days' written notice to vacate occupied property prior to construction or development of a public improvement. (Iowa Code section 6B.54(4))
12. Relocation services and payments, if you are eligible to receive them, and the right to appeal your eligibility for and amount of the payments. (Iowa Code section 316.9; Iowa Code section 6B.42) The rights set out in this statement are not claimed to be a full and complete list or explanation of an owner's rights under the law. They are derived from Iowa Code chapters 6A, 6B and 316. For a more thorough presentation of an owner's rights, you should refer directly to the Iowa Code or contact an attorney of your choice.

[ARC 2979C, IAB 3/15/17, effective 4/19/17]

61—34.2(6B) Alternate statement of rights. Rule 61—34.1(6B) is not intended to prohibit acquiring agencies from providing a statement of rights in a different form, a more detailed statement of rights, or supplementary material expanding upon an owner's rights.

[ARC 2979C, IAB 3/15/17, effective 4/19/17]

These rules are intended to implement Iowa Code section 6B.2A(1).

[Filed 9/17/99, Notice 8/11/99—published 10/6/99, effective 11/10/99]

[Filed ARC 2979C (Notice ARC 2877C, IAB 1/4/17), IAB 3/15/17, effective 4/19/17]

RECEIPT FOR STATEMENT OF PROPERTY OWNER'S RIGHTS

PROJECT 1st Avenue W from 6th Street to Cedar River Bridge

C.I.P. # 301987

PARCEL # 8

ADDRESS 310 2nd Avenue SW Cedar Rapids, IA 52404

I certify that I am the landowner of property located at 310 2nd Avenue SW, and that I have personally received a copy of the *Statement of Property Owner's Rights* which explains my rights as an owner of record who may have all or a part of their property acquired by condemnation, as required by 1999 Iowa Acts, House File 476, Section 3.

Signed this _____ day of _____, 2021.

Linn County

Presented by:

City of Cedar Rapids

COMPENSATION ESTIMATE
For Uncomplicated Acquisition Valued at Less Than \$10,000

Parcel No. 8 Project No. 301987 County Linn

Project Name 1st Avenue W from 6th Street to Cedar River Bridge
Record Owner(s) Linn County
Owner's Mailing Address 1888 County Home Rd Marion, IA 52302
Tenant(s)
Tenant's Mailing Address
Address of Subject Property 310 2nd Avenue SW Cedar Rapids, IA 52404
This property is described as: A part of Lot 3, Auditor's Plat No. 8 According to the Plat Recorded in Volume 210, Page 273 at the Linn County Recorder's Office

Itemization of Value:

Table with 4 columns: Item, Unit, Rate, and Amount. Rows include Fee Title, Permanent Easement, Temporary Easement (260 sq. ft. @ \$8.50 x 10% = \$225.00), Buildings, Other Improvements, Fence, Loss of Landscaping, Loss of Access to Remaining Property, and Total Estimate (\$225.00).

Certification:

I hereby certify that I am familiar with the property which is the subject of this estimate, that the estimate is based on land value and cost data contained in the files of the Acquiring Authority, that I have no direct or indirect present or contemplated future personal interest in this property and will not in any way benefit from the acquisition of this property.
Compensation for R/W fence to be fixed dollar schedule or in accord with 6B.44, Code of Iowa.

Administrative Approval box with fields for Date of Estimate (4-12-21) and Estimating Agent signature.

Comparable Land Sale No. 1



Address / City:	4560 16 th Avenue SW Cedar Rapids, Iowa	Sale Price: \$499,000	Date: 4/30/2018
		Instr.: CWD	R.S.: \$797.60
		Book: 10088	Page: 227
Site Dimensions:	Square	Terms:	Cash to seller
Site Area:	1.76 Acres or 76,665 SF	Discounts:	
Topography:	Level to gently sloping	Adj. Sales Price:	\$499,000
Zoning:	S-MC	Sale Price	
Utilities:	Public	Per Square Feet:	\$6.51
Street:	Paved	Grantor:	J.A.Y. Holdings. L.C.
Trackage:	N/A	Grantee:	Casey's
Highest / Best Use:	Commercial	Date of Inspection:	August 2019
Legal Description:	Lot 1 Cypress Plaza First Addition to Cedar Rapids, Linn County, Iowa	Verified:	Public records/DOV
		Exposure Period:	Lengthy

Remarks: This is a primarily level site at the corner of 16th Avenue and Jacolyn Drive SW with good access and visibility. This is a signalized intersection. It was purchased for development of a Casey's General Store. Traffic counts on 16th Avenue were approximately 15,000 cars per day in 2017.



Comparable Land Sale No. 2



Address / City:	218 4 th Ave SW Cedar Rapids, IA	Sale Price: \$175,000	Date: 7/14/2016
		Instr.: WD	R.S.: \$279.20
		Book: 9597	Page: 543
Site Dimensions:	Rectangular	Terms:	Cash to seller
Site Area:	21,840 SF	Discounts:	-0-
		Adj. Sales Price:	\$175,000
Topography:	Level at street grade	Sale Price	
Zoning:	C-3	Per Square Foot:	\$8.01
Utilities:	Public	Grantor:	Christopher R. Huberty
Street:	Paved	Grantee:	West Side Wolf Pack V LLC
Trackage:	None	Date of Inspection:	August 2018
Highest / Best Use:	Commercial	Verified:	DOV/Public Records
Legal Description:	Lots 6 and 7, and the SW-ly 36 of Lot 8, Block 20, West Cedar Rapids, formerly Village or Town of Kingston, Linn County	Exposure Period:	Buyer approached seller

Remarks: The improvements on this property were damaged during flooding in 2008 and are in poor condition. A local developer believes the buyer intends to rehab the improvements at some point. However, I believe the sale price does not reflect added value for the existing improvements. This sale, although separate, is in connection with the adjacent vacant lot.

C
A

18866
2019113/2018182

Comparable Land Sale No. 3



Address / City: 251 33rd Avenue SW
Cedar Rapids, Iowa

Sale Price: \$900,000 **Date:** 2/15/2017
Instr.: WD **R.S.:** \$1,439.20
Book: 9770 **Page:** 412

Site Dimensions: Square

Terms: Cash to seller

Site Area: 2.24 Acres or 97,574 SF

Discounts: \$100,000 (demolition)
Adj. Sales Price: \$1,000,000

Topography: Level

Zoning: C-3

Sale Price
Per Square Foot: \$ 10.25

Utilities: Public

Street: Paved

Grantor: Kevin & Connie Hupp

Trackage: Yes

Grantee: Kwik Trip Inc.

Highest / Best Use: Commercial

Date of Inspection: 9/13/17

Legal Description: A.P. #440 STR/LB 5

Verified: Terry Knake, Agent

Exposure Period: 13 months

Remarks: This is a sale of 97,574 square feet located in the southwest corner of the intersection of 33rd Avenue and J Street SW. This is just east of the 33rd Street exit from I-380. The traffic counts at this intersection in 2013 were roughly 9,000 on 33rd Avenue and 4,000 on J Street SW. At the time of the sale, this property was improved with an industrial building totaling 31,900 square feet and a fair amount of paving. The selling agent was not familiar with the cost of demolition, which was the responsibility of the buyer. We estimated it to be around \$100,000. The sale price in February 2017 was \$900,000 or \$9.23 per square foot. After adding the expense of demolition, it is adjusted to \$10.25 per square foot.



2019113/2019037/2019040/2018037/20181638/2018009/2017205/2017207

Information deemed reliable, but not guaranteed.
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Comparable Land Sale No. 4



Address / City:	5992 Carlson Way Marion, Iowa	Sale Price: \$895,000	Date: 4/10/2018
		Instr.: CWD	R.S.: \$1,431.20
		Book: 10075	Page: 235
Site Dimensions:	Square	Terms:	Cash to seller
Site Area:	1.75 Acres or 76,230 SF	Discounts:	
Topography:	Level	Adj. Sales Price:	\$895,000
Zoning:	PD-S	Sale Price	
Utilities:	Public	Per Square Feet:	\$11.74
Street:	Paved	Grantor:	Squaw Creek Crossing
Trackage:	N/A	Grantee:	Kwik Trip, Inc.
Highest / Best Use:	Commercial	Date of Inspection:	4/26/19
Legal Description:	Lot One (1) of 13 & 151 First Addition to the City of Marion, Linn County, Iowa	Verified:	Public records/DOV
		Exposure Period:	

Remarks: Located in a new commercial development in the NW corner of Hwy 13 and Hwy 151 in Marion. The site has been improved with a Kwik Star convenience store.



19636
20191113/2019036-040

Information deemed reliable, but not guaranteed.
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DATE: 4-12-21

PROJECT	1st Avenue W from 6th Street to Cedar River Bridge
C.I.P. #	301987
PARCEL #	8
ADDRESS	310 2nd Avenue SW Cedar Rapids, IA 52404

OFFER TO PURCHASE
COMPENSATION ESTIMATE

OWNER: Linn County
ADDRESS: 1888 County Home Rd Marion, IA 52302

The CITY OF CEDAR RAPIDS presents to you an offer of Two Hundred Twenty Five and 00/100 dollars (\$225.00), which represents just compensation for the temporary easement needed from your property.

BY: Kelly Starnes
CITY OF CEDAR RAPIDS

Project No.: 301987

Parcel No.: 8

As owners of real estate needed for the above referenced project and parcel, and acknowledging the fact that (I) (We) are entitled to just compensation based upon the City approved appraisal of the subject real estate, nevertheless, desire to donate the right of way. (I) (We) will execute the necessary conveyance instruments to transfer said right of way. This donation to the City of Cedar Rapids is made without any coercive action of any nature.

_____	_____
_____	_____
_____	_____
Date	Signature of Owner

As owners of real estate needed for the above referenced project and parcel (I) (We) are entitled to just compensation, nevertheless, desire to donate the right of way and waive the right to an appraisal. (I) (We) will execute the necessary conveyance instruments to transfer said right of way. This donation to the City of Cedar Rapids is made without any coercive action of any nature.

_____	_____
_____	_____
_____	_____
Date	Signature of Owner

Date of Proposal to Donate:

On _____, 2021, I offered Linn County who is/are the Owner(s) an opportunity to donate this property by: personal contact / telephone / letter
This offer was: accepted / declined

AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT ("this Agreement") is made this ____ day of _____, 2021 by and between the City of Cedar Rapids, Iowa, a municipal corporation existing under the laws of the State of Iowa (the "City"), and Linn County (the "Owner") as follows:

WHEREAS, the Owner owns the following described property ("the Property"):

A part of Lot 3, Auditor's Plat No. 8 According to the Plat Recorded in Volume 210, Page 273 at the Linn County Recorder's Office

AND WHEREAS, the City has requested permission and approval from the Owner to enter onto the Property for the purpose of, but not limited to, construction, grading, shaping and sodding;

AND WHEREAS, the Owner under the terms and conditions herein set forth, is willing to grant a temporary construction easement to the City to allow the City and its employees, agents, and contractors to enter onto the Property for the purpose as set forth hereinabove.

NOW THEREFORE, in consideration of One Dollar (\$1.00) in hand paid, receipt of which is hereby acknowledged, the terms and conditions of this Agreement, and payment of all required fees and other consideration, the City and Owner hereby agree as follows:

The Owner hereby grants to the City a temporary construction easement, for the purposes of grading, shaping, and sodding a portion of the above described property, located at 310 2nd Avenue SW, more particularly described as follows:

See Attached Temporary Construction Easement Exhibit

upon the following conditions, to-wit:

1. The City agrees to compensate the Owner in the amount of \$225.
2. The Owner warrants that it has full and complete authority to grant the City the rights contained herein.
3. This Agreement will terminate 30 days after completion of the project.
4. The owner shall have five-years from the date of said settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by Section 6B.52 of the Code of Iowa.
5. The City agrees to restore the area disturbed by the project in a timely manner including, but not limited to, the restoration of lawns by sodding, reconstruction of driveways, repairs to fences or other structures modified as a requirement of construction.
6. The GRANTOR agrees to disclose the project details, including timelines, improvements, and impacts, to any and all individuals with a leasehold interest in the subject property.

7. This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.
8. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

IN WITNESS WHEREOF, the above-named parties have executed this Agreement as of the date and year first written above.

Signed this _____ day of _____, 2021.

Linn County, Iowa:

Recommended for Approval

Rita Rasmussen Real Estate Services Manager	Date
--	------

Randy Hartman City Contract Manager	Date
--	------

CITY OF CEDAR RAPIDS, IOWA

By: Jeffrey A. Pomeranz City Manager	Date
---	------

Attested By: Alissa Van Sloten City Clerk	Date
--	------

SURVEYOR'S NAME / RETURN TO:
WALTER HURLBUTT
SNYDER & ASSOCIATES, INC.
5005 BOWLING ST. SW SUITE A
CEDAR RAPIDS, IOWA 52404
319-362-9394
whurlbutt@snyder-associates.com
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PARCEL "A", PLAT OF SURVEY NO. 577
REQUESTED BY:
CITY OF CEDAR RAPIDS
PROPRIETOR:
LINN COUNTY, IOWA

DRAFT

1ST AVENUE W

PARCEL "A"

PLAT OF SURVEY NO. 577
BOOK 3665, PAGE 299

10'
26'

80' R.O.W.

3RD STREET SW

LOT 5

LOT 4

PARCEL "A"

PLAT OF SURVEY #1880
BOOK 8909, PAGE 333

ALLEY

WEST CEDAR RAPIDS
(FORMERLY VILLAGE OR TOWN OF KINGSTON)
VOL. F, PAGE 234
BLOCK 6

PLAT OF SURVEY NO. 613
BOOK 3665, PAGE 299

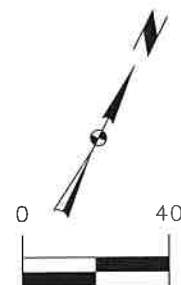
PARCEL "A"

Survey

Platted Distance
Measured Bearing & Distance
Recorded As
Calculated from Record
Deed Distance
Calculated Distance
Section Line
Easement Line
Easement/Acquisition Area

PMRCDC

△
□



SCALE (FEET)

PARCEL "A", PLAT OF SURVEY NO. 577



5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET	1 OF 2
PN:	1191070
FLD BK:222	PG:52-53
DATE:	1/25/2021
PM/TECH:	WTH

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

DESCRIPTION - TEMPORARY CONSTRUCTION EASEMENT - AREA 'A'
A TEMPORARY CONSTRUCTION EASEMENT ON THE NORTHERLY 10 FEET OF THE
EASTERLY 26 FEET OF PARCEL "A" ACCORDING TO THE PLAT OF SURVEY RECORDED IN
BOOK 3665, PAGE 299 AT THE LINN COUNTY RECORDER'S OFFICE.
SAID EASEMENT CONTAINS 260 SQUARE FEET MORE OR LESS.

DATE OF SURVEY
2-04-2020

OWNER
LINN COUNTY, IOWA
ADDRESS: 310 2ND AVENUE SW
GPN: 142823300300000

PREPARED FOR
CITY OF CEDAR RAPIDS ENGINEERING DEPARTMENT
1ST AVENUE W FROM 6TH STREET TO CEDAR RIVER
BRIDGE PAVEMENT REHABILITATION AND TRAFFIC
SIGNAL IMPROVEMENTS
CEDAR RAPIDS CONTRACT NUMBER - 301987-03

TEMPORARY CONSTRUCTION EASEMENT - PARCEL 8 PARCEL "A", PLAT OF SURVEY NO. 577	SHEET 2 OF 2	
	PN:	1191070
	FLD BK:73	PG:216
	DATE:	1/25/2020
 SNYDER & ASSOCIATES		5005 BOWLING STREET S.W. CEDAR RAPIDS, IA 52404 (319) 362-9394
		PM/TECH: WTH

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer
Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-fifth day of March in the year Two Thousand Twenty-one
(In words, indicate day, month and year.)

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

Linn County Board of Supervisors
935 2nd Street SW
Cedar Rapids, IA 52404

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

Martin Gardner Architecture, P.C.
700 11th Street
Suite 200
Marion, IA 52302
Telephone Number: 319-377-7604
Fax Number: 319-377-1175

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

Linn County Secondary Roads District 1 Morgan Creek Shop
To be determined.
New secondary roads shop building on a site that is yet to be determined.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

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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.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

To be determined as a part of this Agreement during the Schematic Design phase.

Refer to attached Exhibit B – Supplemental Services Table 4.1.1 dated March 25, 2021 for additional information regarding services that are and are not included in the Owner's program for the Project at this time.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be determined as a part of this Agreement during the Schematic Design phase.

§ 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.)

To be determined as a part of this Agreement during the Schematic Design phase.

Init.

The Project's Scope and Architect's Fees are based on the Initial Information shown in this Agreement and no less than the Owner's budget for the Cost of the Work. Refer to Article 3.3.2 and 3.4.4 for changes to the Cost of the Work.

§ 1.1.4 The Owner's anticipated design and construction milestone dates. Milestone schedules will be maintained by the Architect during the course of the Project. The Architect will share with the Owner the initial Milestone schedule, and any subsequent changes to that schedule:

.1 Design phase milestone dates, if any:

Schematic Design Completion: To be determined.

Construction Documents Completion: To be determined.

.2 Construction commencement date:

To be determined.

.3 Substantial Completion date or dates:

To be determined.

.4 Other milestone dates:

Final Completion and Owner Acceptance: Thirty (30) days after the date of Substantial Completion.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Public Bidding as defined by the State of Iowa law.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None known at this time.

(Paragraph Deleted)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Darrin Gage, Director of Policy and Administration

935 2nd Street SW

Cedar Rapids, IA 52404

Telephone Number: 319-892-5101

Email Address: Darrin.gage@linncounty.org

§ 1.1.8 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 contact information.)

Linn County Board of Supervisors

Init.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer: To be determined.
- .2 Civil Engineer: To be determined.
- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

None known at this time.

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

Kyle Martin, AIA, LEED AP, President
Sarah Coleman, AIA, Project Manager
Martin Gardner Architecture, P.C.
700 11th Street
Suite 200
Marion, IA 52302
Telephone Number: 319-377-8486
Fax Number: 319-377-1175
Email Address: sarahc@martingardnerarch.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services: (The Architect reserves the right to change Consultants, and will notify the Owner if such a change is required.)

.1 Structural Engineer:

M2B Structural Engineers
Lynn Boettcher, P.E.
422 Second Avenue, SE, Suite B.
Cedar Rapids, IA 52401-1330
Telephone Number: 319-364-0666
Fax Number: 319-364-1456

.2 Mechanical Engineer:

West Plains Engineering
Mike Drahos, PE
215 2nd Avenue SE
Suite 200
Cedar Rapids, IA 52401
Telephone Number: 319-365-0030
Fax Number: 319-365-4122

.3 Electrical Engineer:

West Plains Engineering
Jeff Reinhart, PE
215 2nd Avenue SE
Suite 200
Cedar Rapids, IA 52401

Init.

Telephone Number: 319-365-0030
Fax Number: 319-365-4122

§ 1.1.11.2 Consultants retained under Supplemental Services:

Geotechnical and Civil Engineering.

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

None known at this time.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. See attached Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated March 25, 2021.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

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

§ 2.4 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.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

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

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, 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 and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's 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.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and 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 shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, 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. 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 representations. 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 sustainable 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 more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider 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 to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Any changes requested by the Owner to the Schematic Design Documents, after the Owner has previously given approval of these documents, will be charged for as an Additional Service at the hourly rates as shown in Article 11.7, or by an amount agreed upon in advance. The Architect will not proceed with the Design Development Phase of Services until the Owner has paid in full, or made a good faith payment or payments for the Schematic Design Phase Services.

§ 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 and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. 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 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3. If the estimate of the Cost of the Work increases by Ten Percent (10.00%) or more from the Owner's budget for the

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Cost of the Work provided in the Initial Information, not due to the fault of the Architect, the Architect reserves the right to increase its Compensation set forth in Article 11 by the percentage that the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work provided in the Initial Information or by an amount agreed upon by the Owner in advance.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. Any changes requested by the Owner to the Schematic Design or Design Development Documents, after the Owner has previously given approval of these documents, will be charged for as an Additional Service at the hourly rates as shown in Article 11.7, or by an amount agreed upon in advance. The Architect will not proceed with the Construction Documents Phase of Services until the Owner has paid in full, or made a good faith payment or payments for the Design Development Phase and subsequent phases of Services.

§ 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. 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 and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform 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 the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) 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). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3. If the estimate of the Cost of the Work increases by Ten Percent (10.00%) or more from the Owner's budget for the Cost of the Work provided in the Initial Information, not due to the fault of the Architect, the Architect reserves the right to increase its Compensation set forth in Article 11 by the percentage that the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work provided in the Initial Information or by an amount agreed upon by the Owner in advance.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Any changes requested by the Owner to the Schematic Design, Design Development, or Construction Documents, after the Owner has previously given approval of these documents, will be charged for as an Additional Service at the hourly rates as shown in Article 11.7, or by an amount agreed upon in advance. The Architect will not proceed with the Procurement Phase of Services until the Owner has paid in full, or made a good faith payment or payments for the Construction Documents Phase and subsequent phases of Services.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders. Additional Services will be charged at the hourly rates shown in Article 11.7 when substitutions require extensive research greater than two (2) hours of the Architect or Architect's Consultant time, per substitution.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors. Additional Services will be charged at the hourly rates shown in Article 11.7 when substitutions require extensive research greater than two (2) hours of the Architect or Architect's Consultant time, per substitution.

§ 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 A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. 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. 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 Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the

Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the 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, suppliers, their agents or employees, 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 either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 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, shall not show partiality to either, 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 A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

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

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

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work 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. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner 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 Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, 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, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES - Omit the following table in Article 4.1.1 and replace with attached Exhibit B - Supplemental Services Table 4.1.1 dated March 25, 2021.

§ 4.1 Supplemental Services

§ 4.1.1 The services set forth in Exhibit B are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in Exhibit B as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	

§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25	Fast-track design services	
§ 4.1.1.26	Multiple bid packages	
§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

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

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

See attached Exhibit B - Supplemental Services Table 4.1.1 dated March 25, 2021.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

See attached Exhibit B - Supplemental Services Table 4.1.1 dated March 25, 2021.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services 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 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 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 Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;

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- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 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. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .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 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 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 The Architect shall provide site visits during construction of the Project as appropriate to the nature of the Project. Included in this Agreement are Sixteen (16) visits to the site by the Architect during construction. When this number is reached, the Architect shall notify the Owner. The Architect shall conduct site visits in excess of that number as an Additional Service; additional site visits will be charged for a flat rate of \$500.00 per visit
- .3 One (1) 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; additional meetings will be charged for a flat rate of \$500.00 per visit
- .4 One (1) inspections for any portion of the Work to determine final completion; additional meetings will be charged for a flat rate of \$500.00 per visit.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services. Services past 60 days will be billed as an Additional Service using the Hourly Rates as shown in Article 11.7.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.2.6 Any services provided by the Architect more than Thirty (30) days after the date listed on the Certificate of Substantial Completion, not due to the fault of the Architect, shall be billed as an Additional Service using the hourly rates shown in Article 11.7.

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

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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 establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. See attached Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated March 25, 2021.

§ 5.4 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 other 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.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner 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 as the responsibility of the Architect 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 and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10. The Owner shall furnish all legal, insurance and accounting services, including auditing services, 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 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.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner 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 Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

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 contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or 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 shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction

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Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 All drawings and specifications, renderings, models, scale details, approved copies of shop drawings and other such documents prepared by the Architect or any consultant pursuant to this Agreement shall become the shared property of Owner, Architect, and the Architect's consultants on completion or upon termination of the Agreement. The Owner may at any time request the delivery of these documents for their use. Shared property rights are given provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11.

§ 7.2 Owner will not unilaterally construct additional, identical building(s) based on the architectural/engineering work of this Agreement without written agreement by and compensation to the Architect and their consultants. Documents prepared under this Agreement may be issued by Owner for informational purposes without additional compensation to the Architect.

§ 7.3 Specification and isolated, detail drawings inherent to the architectural/engineering design of the Project, whether provided by the Owner or generated by the Architect, shall be available to either party and each party shall have the right to use this work product for other purposes. Each party agrees to be responsible for any liability incurred by their use of this work product for other purposes.

§ 7.4 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect may endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings,

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which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 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.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, 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.

(Paragraphs Deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

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. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect 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, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for 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.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

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§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

1.1 Termination Fee:

See Article 14.1.14 in the attached Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated March 25, 2021.

(Paragraph Deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

(Paragraph Deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 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, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

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§ 10.8.1 The receiving party may disclose “confidential” or “business proprietary” information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Seven (7.00) % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6. At the completion of the Schematic Design phase the Architect will convert this percentage fee to a stipulated sum amount.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, 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.)

See attached Exhibit B - Supplemental Services Table 4.1.1 dated March 25, 2021.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly Rates as shown in Article 11.7, unless a fee proposal is approved by the Architect at the time that the Additional Services are authorized.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10.00 %), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	Twenty	percent (	20.00	%)
Design Development Phase	Fifty	percent (	50.00	%)
Construction Documents Phase	Ten	percent (	10.00	%)
Procurement Phase	Five	percent (	5.00	%)
Construction Phase	Fifteen	percent (	15.00	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis 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. 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 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.)*

Expert witness and testimony provided by the Architect will be billed at twice the hourly rates as shown below.

Employee or Category	Rate (\$0.00)
Principal Architect	\$185.00 per hour
Architect	\$125.00 - \$150.00 per hour
Project Manager	\$120.00 - \$160.00 per hour
Design Staff	\$115.00 - \$130.00 per hour
Business Manager	\$100.00 per hour
School Intern	\$50.00 per hour
Consultants	At their standard hourly rates.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 The Owner must authorize in advance all reimbursable expenses not listed in this Agreement. Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as

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- necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

None known at this time.

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 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.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

18.00 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. See Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated March 25, 2021.

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

ARTICLE 12 **SPECIAL TERMS AND CONDITIONS**

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

(Include other terms and conditions applicable to this Agreement.)

§ 12.1.1 This Agreement shall include miscellaneous consulting for related or future projects that may be requested by the Owner. Such services will be charged for as an additional service using the hourly rates as shown in Article 11.7 above unless other fee arrangements are requested.

§ 12.1.2 For Change Orders to the Construction Contract amount during the construction phase of the project, arising not from an error or omission by the Architect, the compensation to the Architect shall be Ten percent (10.00%) of the change order amount, regardless if it is an increase or decrease, and will be charged for as an additional service lump sum payment per change order.

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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 the Owner and Architect.

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

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
(Paragraph Deleted)

(Paragraph Deleted)

.2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this agreement.)

☒ Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated March 25, 2021.
Exhibit B - Supplemental Services Table 4.1.1 dated March 25, 2021.

.3 Other documents:

(List other documents, if any, forming part of the Agreement.)

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

OWNER (Signature)

Stacey Walker, Chair Board of Supervisors
(Printed name and title)

ARCHITECT (Signature)

Kyle Martin, AIA, LEED AP, President
(Printed name, title, and license number, if required)

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Date: March 25, 2021

Project Name: Linn County Secondary Roads District 1 Morgan Creek Shop

Exhibit A to Contract AIA B101-2017

Additional Contract Provisions and Modifications to the Standard Contract

14.1 ADDITIONAL CONTRACT PROVISIONS AND MODIFICATIONS TO THE STANDARD CONTRACT

14.1.3 Disputed Invoices: If the Owner objects to any portion of an invoice, the Owner shall so notify the Architect within ten (10) calendar days of the receipt of the invoice. The Owner shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated in paragraph 11.10.2.1 shall be paid by the Owner on all disputed invoiced amounts resolved in the Architect's favor and unpaid for more than thirty (30) calendar days after date of submission.

14.1.6 Electronic Files: Communication and information transfer is being conducted for this project in electronic form. The information and communications may include email, word processing, drawings, and other file transfers. It is acknowledged by the Owner that the information is being shared in this manner. Meetings where options and modifications are reviewed or discussed may only have information shared visually. Nothing in this agreement shall imply that the Architect is promising to supply computer software or hardware to the Owner or any Consultants or Contractors.

14.1.6.1 Electronic data formats for information to be shared with the Owner will include but not necessarily be limited to Adobe, Microsoft, and AutoCAD formats. Any changes to the electronic data formats by either the Owner or the Architect are subject to review and acceptance by the other party. Should the Owner be unable to utilize the file formats listed above, the Owner should at once notify the Architect of the problem. The Architect will endeavor to transfer the information into a different format, but shall not be responsible at any time to provide the Owner with software needed to read any data of any electronic data format. If the Architect is required to expend additional effort to incorporate changes to the electronic data formats made by the Owner, these efforts shall be compensated for as Additional Services. Should the Owner request that any Instruments of Service, progress or final construction documents, specifications, or correspondence be transmitted in electronic form to the Owner the terms of this agreement shall be extended to any electronic files, CADD or word-processing files, which are produced by the Architect for this project.

14.1.6.4 Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic files shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

14.1.6.5 The Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Architect and electronic files, the signed or sealed hard-copy construction documents shall govern.

14.1.6.6 In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by the Owner or Owner's agent or from any reuse of the electronic files without the prior written consent of the Architect.

14.1.6.7 Under no circumstances shall delivery of electronic files for use by the Owner be deemed a sale by the Architect, and the Architect makes no warranties, either express or implied, of merchantability and

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fitness for any particular purpose. In no event shall the Architect be liable for indirect or consequential damages as a result of the Owner's use or reuse of the electronic files.

- 14.1.7 **Changed Conditions:** The Owner and Architect agree that when changes in the project, this agreement may need to change. Changes may be required in light of occurrences or discoveries that were not originally contemplated or known by the Architect. Changes in the project which may necessitate re-negotiation of this contract shall include but not be limited to changes in the project scope, project budget, subsoil conditions, project delivery methods, regulatory changes or interpretations, and actions on the part of the Owner or Contractors that prolong the construction process, which are not the fault of the Architect. Should the Architect call for contract re-negotiation, the Architect shall identify the specific condition necessitating re-negotiation and the contract changes required. The Owner shall promptly respond to this notification and accept the change, propose an alternate contract modification or reject this change. Either party has the right to terminate this agreement in accordance with Article 9 of this Agreement.
- 14.1.8 **Code Compliance:** The Architect will exercise usual and customary professional care in his or her efforts to comply with all codes, regulations, and laws in effect as of the date of submission to local building code authorities. The Owner shall inform the Architect of any codes, regulations, or laws which are applicable to this project, and for which the Owner has information not commonly available within the construction industry.
- 14.1.9 **Confidential Communications:** The Architect may be required to report on the past or current qualifications and performance of others engaged or being considered for engagement directly or indirectly by the Owner, and to render opinions and advice in that regard. Those about whom reports and opinions are rendered may as a consequence initiate claims of libel or slander or other claim against the Architect. To help create an atmosphere in which the Architect feels free to express himself candidly in the interest of the Owner, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect, its officers, directors, employees and subconsultants (collectively Architect) harmless from any claim, liability, or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from such professional opinions and reports rendered by the Architect to the Owner or Owner's agents. For publicly bid projects the Architect will comply with public policy in reporting the reliability of the Contractor. The Architect will provide references of past experience with the Contractor, but the decision to hire the Contractor is solely that of the Owner.
- 14.1.10 **Hazardous Materials:** This paragraph supplements information outlined in Article 5. It is acknowledged by both parties that the Architect's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Architect or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at his option and without liability for consequential or any other damages, suspend performance of services on the project until the Owner retains appropriate specialist consultant(s) or contractor(s) to identify, abate, or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations. The Owner will retain the services of a hazardous material consultant to identify and specify removal of all materials deemed hazardous by local environmental or health organizations. The Architect will cooperate with the Owner to have hazardous material testing conducted on the project by a laboratory certified for this type of testing. If materials are identified in the course of that testing, the Owner agrees to hire a certified mitigation company to remove such materials from the project prior to start of the construction.
- 14.1.11 **Contingency Fund:** This paragraph supplements information outlined in Article 6 and specifically paragraph 6.3. The Owner and the Architect acknowledge that changes may be required because of

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possible changes in the Owner's requirements, omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Owner agrees to set aside a reserve in the amount of ten (10) percent of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Owner further agrees to make no claim by way of direct or third-party action against the Architect or his sub-consultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

- 14.1.12 Architect Services: Should the services of the Architect not be continued beyond the schematic or design development phases of this contract, it is understood that the drawings and other instruments of services are preliminary and not meant for construction. Further the Owner agrees to indemnify and hold harmless the Architect from any claims which may arise out of the use of such schematic designs for construction purposes.
- 14.1.13 Termination or Suspension of Services: In the event that the Owner fails to make payment upon any invoice within 60 days of the invoice date, the Architect may suspend or terminate services at his option in accordance with Article 9. The Architect also shall have no liability whatsoever to the Owner for any costs or damages as a result of such suspension or termination caused by any breach of this Agreement by the Owner and shall be entitled to termination expenses. Should the Architect agree to restart services on the project, he shall have the right to compensation for expenses incurred in the interruption and resumption of the Architect's services.
- 14.1.14 Termination Expenses: These expenses are in addition to compensation for contracted services, and include expenses, which are directly attributable to termination. Termination Expenses shall be the greater of One Thousand Dollars and Zero Cents (\$1,000), the actual documented cost of termination, or the amount computed as a percentage of the total compensation for the project earned to the time of termination as follows:
- 14.1.14.1 Twenty percent of the total compensation earned to date if termination occurs before or during the predesign, site analysis, master planning, schematic design, or similar project phase; or
 - 14.1.14.2 Ten percent of the total compensation for services earned to date if termination occurs during the design development phase; or
 - 14.1.14.3 Five percent of the total compensation for services earned to date if termination occurs during any subsequent phase;
- 14.1.15 Owner shall maintain the defenses available to it pursuant to Iowa Code Chapter 670.

Section	Supplemental Service	Description of Service	Phase of Service Provided	Party Responsible for Providing Additional Service	Location of Service or Document Reflecting Service Provided	Conditions or Extent of Services
4.1.1	<u>Programming</u>	Identification of building uses and the spaces required to meet these uses	Programming Phase	Architect	Incorporated in Schedule of Spaces developed in Schematic Plans	Any programmatic changes after the Schematic Design has been approved by the Owner will be billed for as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.2	<u>Multiple Preliminary Designs</u>	Providing more initial design concepts than the agreed upon amount.	Schematic Design	Architect	Incorporated in Schematic Plans	No more than two (2) exterior schemes for Owner consideration. Each additional scheme will be billed for as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.3	<u>Measured Drawings</u>	Field verifying critical dimensions of existing buildings or site	Programming Phase/Schematic Design	Architect and/or Civil Engineer	Incorporated in Schematic Plans	If additional field measurements or site surveys for conceptual conditions is required this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.4	<u>Existing Facilities Surveys</u>	Field verifying conditions of the existing structure and identification of conditions requiring attention	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.5	<u>Marketing/Fundraising</u>	Activities requested by the Owner and/or outside Fundraising Consultant for the Project	Not Provided	Owner and/or Fundraising Consultant	Not Provided	If additional renderings are requested by the Owner or Fundraising Consultant other than what is shown in the Architect's proposal for services, then those services shall be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.6	<u>Site Evaluation and Planning AIA Agreement B203-2017</u>	Analyzing and proposing alternative conceptual designs on alternate available building sites.	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.7	<u>Building Information Modeling (BIM)</u>	Computerized identification and coordination of building systems in a graphic environment.	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.8	<u>Civil Engineering</u>	Design of the site for the proposed building.	Not Provided	Civil Engineer	Construction Documents	Site plan will show site and adjacent right of way. Parking and any required detention structures are included in Civil Engineers Basic Services.
4.1.9	<u>Landscape Design</u>	Selection of decorative and sustainable plantings to surround the building and site.	Not Provided	Architect and/or Landscape Architect and/or Civil Engineer	Not Provided	Architect and Civil Engineer will coordinate planning of grass around the building. Decorative landscaping will be provided by the Owner, volunteers, or through a separate design contract with a landscaper or Landscape Architect. Architect will assist owner in obtaining proposals from landscapers if desired.
4.1.10	<u>Architectural Interior Design</u>	Selection of wall, floor, ceiling, wood trim, doors, door frame, and other miscellaneous building construction related finishes and colors.	Provided as a part of Basic Services	Architect	Schematic Design and Construction Documents	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.11	<u>Value Analysis AIA Document B204-2007</u>	Detailed comparative analysis of cost comparisons	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.12	<u>Detailed Cost Estimating</u>	Provide construction costs in detailed format similar to the detail assembled by Contractors in preparing bids for the project.	Not Provided	Owner/General Contractor	Not Provided	The Architect provides opinions of construction cost as a part of basic services. These opinions provide some breakdown of costs. Detailed breakdown of costs can be obtained from specialized project estimating services that can be retained as an Additional Service.

Section	Supplemental Service	Description of Service	Phase of Service Provided	Party Responsible for Providing Additional Service	Location of Service or Document Reflecting Service Provided	Conditions or Extent of Services
4.1.1.3	<u>Bid Alternates</u>	A bid alternate is a defined portion of the Project that is priced separately, and thus provides an option for the Owner in determining the final scope of the Project during bidding and is reflected in the Construction Documents. Alternates provide the Owner with a choice between different products or can define the addition or deletion of a portion of the Project.	Not Provided	Architect	Construction Documents and Bidding	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance
4.1.1.4	<u>Multiple Bid Packages</u>	Bidding the project in multiple bid packages rather than one lump sum bid amount	Not Provided	Architect	Construction Documents and Bidding	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance
4.1.1.5	<u>Re-Bidding</u>	Rejection of the Project bids at the Owner's discretion and modifications of the Project scope for re-bidding purposes as reflected in revised Construction Documents for bidding	Not Provided	Architect	Construction Documents and Bidding	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance
4.1.1.6	<u>Value Engineering</u>	Changes to the Documents after bids have been received in order to reduce the Project cost and/or scope	Not Provided	Architect/Contractor	Design Development, Construction Documents, Bidding	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance
4.1.1.7	<u>Extended On Site Project Representation</u>	Representation on the site by members of the Architectural team on a daily or extended basis. Basic services are outlined in Section 3.6.	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance
4.1.1.8	<u>Confirmed Construction Documents</u>	A separate set of drawings prepared after bidding has completed to document any changes made during the bidding process. Normally not provided at this scale of project.	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance
4.1.1.9	<u>As-Designed Record Drawings</u>	These are drawings which represent every design change in the project. These and As-Built Record Drawings are combined on this scale of project.	Provided as part of 4.1.1.20	Architect	See 4.1.1.20	If the Owner requests separate As-Designed Record Drawings, this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance
4.1.2.0	<u>As-Constructed Record Drawings</u>	Drawings prepared at the end of the Construction Phase which reflect changes made in the project during construction. These drawings are prepared as the project progresses during construction. Each construction trade records their changes. The final record is submitted to the Architect for review prior to transmittal to the Owner.	Construction Phase	General Contractor (Included in services covered by the Construction Contract.)	As-Built Drawings: Architect's review of the as-built drawings prepared by the Contractor is included in the services covered by this agreement.	If the Owner is requesting separate As-Built Record Drawings to be provided by the Architect, this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance
4.1.2.1	<u>Post Occupancy Evaluation</u>	A formal review process hosted by the Architect for building users	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance
4.1.2.2	<u>Facility Support Services AIA Document B210-2017</u>	Documentation and surveys that support the operation of the facility.	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance
4.1.2.3	<u>Tenant Related Services</u>	For use in buildings with rentable area	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance
4.1.2.4	<u>Architect Coordination of Owner's Consultants</u>	Answer questions, finalize pricing, and coordinate installation of equipment and systems provided by parties contracted for by the Owner directly and separate from the building design team.	As needed by the Owner	Architect	Not Provided	Possible separate consultants hired by the Owner include but are not limited to telephone equipment, data, security, and furniture.
4.1.2.5	<u>Telecommunications/Data Design</u>	Specify and obtain pricing for telecommunications and data systems for the building. Coordinate final installation of systems with supplier and/or installer.	Construction Documents and Construction Phase	Owner/Architect	Boxes and conduit (if required) locations and specifications will be a part of the Construction Documents and is included in this agreement for services.	Space for equipment will be incorporated in to the building design
4.1.2.6	<u>Security Evaluation and Planning AIA Document B206-2007</u>	Study of security needed for high level threats to building occupants. The AIA Contract Document B206-2007 includes extensive site and building design for security planning that go far beyond the budget of this project	Not Provided	Owner/Architect	Basic Services	The Architect will provide, as a part of this agreement for services, information about door security and other electronic systems. Floor plan design will consider visual security of the project. No dedicated studies or use of security consultants is included in the Project.

Section	Supplemental Service	Description of Service	Phase of Service Provided	Party Responsible for Providing Additional Service	Location of Service or Document Reflecting Service Provided	Conditions or Extent of Services
4.1.27	<u>Commissioning AIA Document B211-2007</u>	Commissioning is a process required as a part of the start up of LEED projects and certain Grant Programs.	Not Applicable	Architect and Commissioning Agent	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance
4.1.28	<u>Sustainable Project Services pursuant to Section 4.1.3 AIA Document E204-2017</u>	Sustainability services as required in AIA Document E204-2017, Sustainable Projects Exhibit	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance
4.1.29	<u>Extensive Environmentally Responsible Design</u>	Analyze the entire universe of environmental responses to the building design and process. This has not been defined as a goal of the Owner for this Project	Not Applicable	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance
4.1.30	<u>LEED Certification AIA Document B214-2007</u>	LEED Certification has not been identified as a goal of the Owner for this Project	Not Applicable	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance
	<u>Fast-Track Design Services</u>	This is a method of building design where a building starts construction before Construction Documents are completed. This has not been identified as a goal of the Owner for this Project	Not Applicable	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance
4.1.31	<u>Historic Preservation AIA Document B205-2007</u>	For use in historically significant or designated structures	Not Applicable	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance
4.1.32	<u>Furniture, Furnishings, and Equipment Design AIA Document B253-2007</u>	Selection, specification, and pricing of furniture, furnishings, and equipment for the Project.	Not Applicable	Architect and/or Interior Designer	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance
4.1.33						

