

AGREEMENT BETWEEN OWNER AND ARCHITECT

Architectural & Engineering Services

October 5, 2020

Agreement made by and between Belmond - Klemme Community School, hereinafter called the Owner, and Skott Anderson Architects, Inc. dba SA Architects, hereinafter called the Architect.

Project Summary: The Owner intends to undertake the Project summarized, as follows:

- A. Project Title: Belmond – Klemme Community School – High School Addition & Renovation 2021.
- B. Project Address: Belmond – Klemme High School, 411 10th Ave. NE, Belmond, IA, 50421.
- C. Project Scope: The project consists of renovation of and an addition to the High School, including: Administration Office, Music Department, Auditorium, and related areas. The Work involves general, mechanical, and electrical construction.
- D. Project Procurement: The project will be competitively bid in accordance bidding requirements for public projects in the state of Iowa. There will be a lump sum bid and a single construction contract between the Owner and a General Contractor.
- D. Preliminary Project Schedule: Receipt of Bids: April 13, 2021. Construction Commencement: Addition: May 3, 2021, Renovation: June 7, 2021. Substantial Completion: Music Renovation: August 6, 2021, Other Areas: January 14, 2022. Final Completion: Music Renovation: August 13, 2021, Other Areas: January 28, 2022.

The Owner and the Architect agree as set forth below:

- I. The Architect shall provide professional services for the Project in accordance with this Agreement and within the standards of care exercised by Architects within the industry.
- II. The Architect hereby acknowledges receiving and analyzing the Owner's program requirements for the Project and meeting with the Owner's Representative to confirm the Architect's understanding of the program requirements. By executing this Agreement, the Architect accepts the provisions of the Owner's program requirements.
 - A. Neither the Architect nor the Owner has control of the cost of: labor, materials, equipment, Contractor's methods of determining bid prices, competitive bidding, or market or negotiating conditions. Accordingly, the Design Professional cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.
 - B. It is understood that the funding source for the project shall be from within the Owner's primary funds and not from Federal or State agencies.
- III. BASIC SERVICES shall consist of all Services described in Article 2.
 - A. Owner's Representative Designee: Dr. Dan Frazier, Superintendent, Belmond - Klemme Community School.
 - B. Architect's Representative: Ed Wineinger, Project Architect, SA Architects.
 - C. Architect's Consulting Mechanical/Electrical Engineer: MODUS, Waterloo, IA.
- IV. The Owner shall compensate the Architect in accordance with the TERMS AND CONDITIONS OF THIS AGREEMENT.
 - A. **For BASIC SERVICES, compensation shall be, as follows:**
 - **Nine percent (9%) of the Construction Cost.**
 - **Compensation for Alternate Bids not taken by the Owner, which are an addition to the Base Bid, shall be seven and two tenths percent (7.2%) of the Bid Amount. Alternate Bids, which are a deduction from the Base Bid, are considered positive Amounts.**
- V. The Architect and all Professional Consultants shall maintain insurance for the duration of the Project or statute of limitations in effect at the time of the execution of this Agreement.

TERMS AND CONDITIONS OF THE AGREEMENT

ARTICLE 1. WORKING RELATIONSHIPS

- 1.1 Owner's Representative. The Owner's designated representative shall be the principal representative of the Owner. All communications between the Owner and Architect shall be made through the Owner's Representative. The Owner's Representative shall be at the meetings with the Architect.
- 1.2 Architect's Representative. The Firm Owner shall designate the Architect to represent the firm in all communications and at all meetings with the Owner's Representative. All correspondence from the Owner to the Architect shall be directed to this person. The Architect's Representative shall not be changed without prior written consent of the Owner. The Architect's Representative shall be professionally licensed in the state of Iowa.
- 1.3 Professional Consultant's Representative. Each Professional Consultant retained by the Architect shall designate one principal or an authorized representative to represent the firm at all applicable meetings with the Owner's Representative.
- 1.4 Definitions.
 - 1.4.1 Addendum: A written or graphic instrument issued by the Architect before execution of the construction contract(s) that modifies or interprets the Bidding Documents by additions, deletions, clarifications, or corrections.
 - 1.4.2 Bidding Documents: Construction Documents issued to bidders before signing an owner-contractor agreement, which include, Bidding Requirements and Contract Documents.
 - 1.4.3 Bidding Requirements: Identifies the date for receipt of bids and explains the procedures to be followed in preparing and submitting.
 - 1.4.4 Change Order (CO): A written instrument signed by the Owner and Contractor stating their agreement upon the change in the Work, the amount of the adjustment in the Contract Sum, if any; and the extent of the adjustment in the Contract time, if any.
 - 1.4.5 Contract Documents: Are the legally enforceable requirements that become part of the contract when the agreement is signed which include all the Construction Documents.
 - 1.4.6 Construction Change Directive (CCD): A written order by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the contract sum or contract time, or both.
 - 1.4.7 Construction Cost: Total cost to Owner of those portions of the entire Project designed or specified by the Architect. Construction Cost does not include the Architect's compensation and expenses and Owner's expenses associated with the Project or the cost of other services to be provided by others to the Owner.
 - 1.4.8 Construction Documents: Written and graphic documents prepared or assembled by the Architect for communicating the design of the project and administering the contract for its construction.
 - 1.4.9 Construction Set Documents: Bidding Documents that have incorporated all Addendum items by the Architect.
 - 1.4.10 Design Documents: Drawings and other documents that fix and describe the size and character of the entire project as to architectural, civil, structural, mechanical and electrical systems, material and such other elements as may be appropriate.
 - 1.4.11 Architect: The entity engaged to provide professional design services.
 - 1.4.12 Professional Consultant: An entity contracted by the Architect to provide specified services for the project.
 - 1.4.13 Project: The total construction of which the Work to be performed under this Agreement may be the whole or a part.

- 1.4.14 Project Manual: The volume usually assembled for the construction work, which includes the bidding requirements, sample forms, conditions of the contract and the specifications.
- 1.4.15 Total Project Costs: The sum of the Construction Cost, allowances for contingencies, the Architect's compensation and expenses and Owner's expenses associated with the Project and the cost of other services to be provided by others to the Owner.

ARTICLE 2. THE ARCHITECT'S SERVICES

- 2.1 Basic Services. The Architect's Basic Services shall consist of the work identified herein, including architectural, civil engineering, structural engineering, mechanical engineering, electrical engineering and any other services noted as additional. Basic services are performed with the understanding that funding for the project shall be from the Owner's primary funds and not from Federal or State agencies.
 - 2.1.1 The Architect shall make every reasonable effort to design the Project so that actual construction costs do not exceed the budgeted cost for construction contained in this Agreement. The Architect shall promptly notify the Owner's Representative in writing when the Architect believes that the budgeted Construction Cost might be exceeded.
 - 2.1.2 The Architect shall attend meetings with the Owner as may be necessary for the timely performance of all services.
 - 2.1.3 The Architect will visit the site and review available documents to develop an understanding of the surrounding conditions and topography, including buildings, vegetation, site features and underground utilities, and master plans in the area of the Project site. The Architect shall make a thorough review of the affected existing buildings and utilities and shall design for a proper correlation between existing and new work. The Architect shall work with the Owner's Representative to develop a design that fits contextually, and properly correlates with existing buildings, topography, site features and utility systems.
 - 2.1.4 The Architect's Basic Services also includes:
 - .1 Researching and resolving code interpretations.
 - .2 Securing reviews and approvals, on behalf of the Owner, of authorities having jurisdiction over the Project, when applicable and/or furnishing drawings, specifications and applications for such reviews as may be required.
 - .3 Travel expenses to the site during all phases of the project listed in basic services shall be included in basic fee.
 - 2.1.5 The Architect services do not include services related to testing, removal or abatement of hazardous or toxic materials, unless otherwise required herein.
- 2.2 Design Phase: The Architect shall prepare Design Documents that shall establish the design concept of the project illustrating the scale and relationship of Project components.
 - 2.2.1 The Architect has previously developed a conceptual design and construction cost estimate as a part of an architectural study. The conceptual design has been approved by the Owner as of the date of this agreement, and it will be the basis of the project design.
- 2.3 Construction Document Phase: The Architect shall prepare from the approved Design Documents, drawings and specifications setting forth in detail the requirements for the construction of the entire Project, for review by the Owner.
 - 2.3.1 The Architect shall make all modifications to the documents necessitated by reviews with the Owner's Representative.
 - 2.3.2 The Architect shall submit to the Owner's Representative a statement of probable Construction Cost based upon the Construction Documents and upon cost projections current at the time of such statement, and in a form requested by the Owner.
 - 2.3.3 The Architect shall consult with the Owner's Representative to identify bidding strategies including alternates required to protect the integrity of the budgeted Construction Cost.

- 2.3.4 The Construction Documents shall comply with all applicable local, state and federal laws and regulations pertinent to the Project. The Architect shall obtain and forward to the Owner, letters of approval from all applicable agencies prior to receipt of bids.
- 2.4 Bidding Phase: Documents shall be released to bidders only after approval from the Owner and upon compliance with the requirements for Notice to Bidders for Public Projects.
- 2.4.1 The Architect shall prepare bid documents based on one complete bid package including all general, plumbing, mechanical, and electrical construction.
- 2.4.2 The Architect shall participate in a pre-bid conference.
- 2.4.3 The Architect shall prepare and distribute any required addenda.
- 2.4.4 The Architect shall manage the issue and return of Bidding Documents.
- 2.4.5 The Architect shall be present at the bid opening and assist the Owner in the evaluation of the bids by writing a letter of recommendation to the Owner's Representative.
- 2.5 Construction Phase: This phase begins with the award of the Construction Contract(s) by the Owner. It ends with the final acceptance of the Project by the Owner and upon furnishing by the Contractor to the Owner, all final documents required in this contract and project manual.
- 2.5.1 The Architect shall provide Construction Phase services as follows:
- .1 The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent provided herein. The duties, responsibilities and limitations of authority of the Architect during construction will not be modified or extended without the written consent of the Owner and the Architect.
 - .2 The Architect will visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract documents. On the basis of these on-site observations, the Architect will keep the Owner informed of the progress of the work, and will endeavor to guard the Owner against defects and deficiencies in the work of the Contractor.
 - .3 The Architect will not be responsible for and will not have control or charge over construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor will the Architect be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. The Architect will not be responsible for or have control or charge over the acts or omissions of the contractor, subcontractors, or any of their agents or employees, or any other persons performing any of the work.
 - .4 Based on the Architect's observations and an evaluation of the Contractor's applications for payment, the Architect will recommend to the Owner the amounts owing to the Contractor and will certify payment supporting such amounts.
 - .5 The Architect will interpret the Contract Documents and judge the performance thereunder by both the Owner and the Contractor as follows:
 - .1 The Architect will render interpretations necessary for the proper execution or progress of the work with reasonable promptness and in accordance with any time limit agreed upon. Either party to the contract may make written request to the Architect for such interpretations.
 - .2 Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the work or the interpretations of the Contract Documents shall be referred initially to the Architect for recommendation, which the Architect will render in writing within a reasonable time.

- .3 All interpretations and recommendations of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.
- .4 Any claim, dispute or other matter in question between the Contractor and the Owner referred to the Architect, except those which have been waived by the making or acceptance of final payment as provided in the General Conditions of the Contract, shall be subject to mediation in accordance with the provisions of the General Conditions of the Contract.
- .6 The Architect will review Contractor's submittals, such as shop drawings, product data and samples. The Architect's action will be taken with reasonable promptness so as to cause no delay in the Work or in the activities of the Contractor or separate contractors, while allowing sufficient time in the Architect's judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining accuracy and completeness of the other details such as dimensions and quantities, or for substantiating instruction for installation or performance of equipment or systems, all of which remains the responsibility of the Contractor as required in the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.
- .7 The Architect will conduct on-site observations to determine the dates of substantial completion and final completion, will receive and forward to the Owner written guarantees and warranties and related documents required by the Contract and assembled by the Contractor. The Architect shall advise the Owner that the Work is complete and in compliance with all the requirements of the Contract Documents.
- 2.5.2 The Architect, along with appropriate Professional Consultant, shall attend regularly scheduled and any special meetings with Owner's Representative and Contractors' representatives as required by the circumstances of the Project.
- 2.5.3 The Architect shall prepare or assist the Owner in the preparation of material required for Change Orders by:
 - .1 Preparing documentation required to obtain Change Order proposals from contractors.
 - .2 Reviewing Change Order proposals and making recommendation to the Owner's Representative in writing within five (5) working days of receipt of proposal.
 - .3 Substantiating in writing the reason for all change Order proposals except those resulting from Owner-initiated changes.
 - .4 If required by the Owner, preparing, issuing and signing formal Change Order for approval by the Owner.
- 2.5.4 In the course of conducting on-site observations to determine the dates of substantial completion and final completion, the Architect, along with appropriate Professional Consultants, shall develop and submit to the Owner, a list of contract items to be completed or corrected (punch list). The Architect shall assist the Owner in establishing appropriate warranty and guarantee commencement dates for various items of mechanical, electrical and conveying equipment.

2.6 Additional Services

- 2.6.1 The following services are not included in Article 2, Paragraphs 2.1 through 2.5, Basic Services. Such additional services will be paid for by the Owner in addition to compensation for the Architect's Basic Services, provided that such additional services have been authorized in writing by the Owner prior to their performance. The limitation on the total compensation provided in paragraph IV shall be changed to reflect these

additional services upon execution of an amendment to this Agreement. Such services include:

- .1 City of Belmond's Planning and Zoning Commission, Board of Adjustments, or other required processes, if required.
 - .2 Making revisions in drawings, specifications or other documents resulting from Owner-initiated changes in program, budget, scope of work, changes required per State of Iowa codes not known at time of design, changes required per local jurisdiction not known at time of design, or in the standards of the institution made subsequent to Owner approval of previously completed work. Changes could occur prior to or after bidding phase.
 - .3 Preparing supporting data and other services in connection with Change Orders, if the change is the result of Owner-initiated changes in program.
 - .4 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction and furnishing professional services of the type set forth in Article 2, Paragraph 2.1, as may be required in connection with the replacement of such Work.
 - .5 Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Contract(s).
 - .6 Preparing to serve or serving as an expert witness on behalf of the Owner in connection with any arbitration proceeding or legal proceeding.
 - .7 Provide post occupancy inspection and warranty review during warranty period to identify any defective conditions.
 - .8 Travel expenses associated with additional services shall be at the company's standard employee hourly rates and mileage rates listed in Article 13.
 - .9 Preparing bid documents for multiple bid packages outside of one complete bid package from a General Contractor accumulating all subcontractor bids including but not limited to plumbing, mechanical, and electrical construction.
- 2.6.2 The Architect shall have the right under this Article to claim additional compensation for any services not specifically covered herein, provided that such additional services are identified as such and are authorized in writing by the Owner's Representative prior to their performance.
- 2.6.3 For Additional Services, the Owner shall compensate the Architect at hourly rates applicable to the standard hourly rates established by the Architect at the beginning of the calendar year and are subject to adjustment every calendar year. Compensation for Additional Services of the Architect's consultants shall be the amount invoiced to the Architect plus twenty percent (20%). Hourly rates for the Architect's consultants shall follow the same calendar year criteria outlined in this paragraph.

ARTICLE 3. THE OWNER'S RESPONSIBILITIES

- 3.1 The Owner's Representative shall meet and confer with the Architect and the Architect's Professional Consultants as necessary to ensure complete understanding and communication relative to the needs and requirements of the Project. The Owner's Representative shall notify the Architect in writing of any change in the written program requirements.
- 3.2 The Owner shall furnish the services of a hazardous materials/environmental engineer or other Professional Consultant when such services are deemed necessary by the Architect and approved by the Owner.
- 3.3 The Owner will provide the Architect with a certified site survey containing the data requested by the Architect and approved by the Owner.
- 3.4 The Owner shall furnish the services of a geotechnical engineer or other Professional Consultant when such services are deemed necessary by the Architect and approved by the Owner,

including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional recommendations.

- 3.5 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.
- 3.6 The services, information, and reports required by Article 3 shall be furnished at the Owner's expense and the Architect shall be entitled to rely upon the accuracy and completeness thereof.
- 3.7 The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work.

ARTICLE 4. REIMBURSABLE EXPENSES

- 4.1 Reimbursable expenses are in addition to the compensation for Basic Services and include actual expenditures made by the Architect or its Professional Consultants, in the interest of the Project for the expenses listed in Article 12 and the following subparagraphs:
 - 4.1.1 Expenses for reproduction and distribution of bidding and construction documents shall be considered to be reimbursable expenses.
 - 4.1.2 Building code required special Inspections during construction shall be by a third-party company.
 - 4.1.3 Marketing drawings: Any 3-D drawings required for presentation or marketing shall be evaluated on a case by case basis.
 - 4.1.4 Expenses for Federal, State, or Local plan Review and/or building inspection fees required as any part of the plan review fee process.
 - 4.1.5 Any work required for grant funding applications including any documents or drawings.
 - 4.1.6 The Architect shall have the right under this Article to claim reimbursable expenses for any items not specifically covered herein, provided that such reimbursable expenses are identified as such and are authorized by the Owner's Representative.
 - 4.1.7 For Reimbursed Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants with a markup of fifteen percent (15%) or as outlined in Article 13.

ARTICLE 5. PAYMENTS TO ARCHITECT

- 5.1 For Basic Services and Additional Services, as defined in Article 2, and for Reimbursable Expenses, as defined in Article 4, payments shall be made monthly based upon approved invoices.
- 5.2 Preparation of Invoices. Invoices for Basic and Additional Services and Reimbursable Expenses shall be prepared on Architect's standard invoice forms.
- 5.3 Termination of the Agreement. In the event the Owner decides for any reason to terminate the Project, the Architect shall be paid for services satisfactorily performed and unpaid Reimbursable Expenses incurred prior to receipt of written notice from the Owner.
- 5.4 Deferral of the Project. If action on the Project is deferred for more than one year, the Architect's compensation shall be subject to renegotiation for the uncompleted portion of the Project and for start-up if the project continues at a later date.

ARTICLE 6. TERMINATION OF AGREEMENT

- 6.1 This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 6.2 This Agreement may be terminated by the Owner upon not less than seven (7) days written notice to the Architect for the Owner's convenience and without cause.

- 6.3 In the event of termination due to the fault of parties other than the Architect, the Architect shall be compensated for services performed to termination date, including reimbursable expenses.
- 6.4 If the Project is suspended by the Owner for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.
- 6.5 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.
- 6.6 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. 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.
- 6.7 In the event of termination, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in this Section.
- 6.8 This Agreement shall terminate upon final acceptance of the work of the Project, except as set forth in Article 2 of this Agreement. In the event no construction is authorized, this Agreement shall terminate sixty days (60) from the date of completion of working Drawings and Specifications for the Project and final settlement shall be made in accordance with Article 5.
- 6.9 If the Owner suspends the Project for more than one hundred eighty (180) cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than thirty (30) days' written notice.

ARTICLE 7. OWNERSHIP OF ALL PROJECT DOCUMENTS

- 7.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project.
- 7.2 Any reuse without specific written verification or adaptation by the Owner will be at Owner's sole risk and without liability or legal exposure to the Architect and/or Consultants hired by the Architect.
- 7.3 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 8. INSURANCE AND INDEMNIFICATION

- 8.1 Insurance: The Architect and all Professional Consultants employed by the Architect shall each effect and maintain insurance to protect the Architect from claims for damages because of bodily including personal injury, sickness or disease, or death of any of their employees or of any person other than their employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom; and from claims arising out of the performance or professional services caused by any negligent acts, errors, or omissions for which the Architect is legally liable.
- 8.2 Indemnification: The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner against all damages or liabilities, including reasonable attorney's fees, to the extent caused by the Architect's negligent error or omission in the performance of professional services required for the Project including any plan or specification within the responsibility of the Architect or to any breach of duty or obligation assumed by or required under this Agreement and

that of its subconsultants or anyone for whom the Architect is legally liable. If a suit, action, arbitration or other legal proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees and litigation expenses incurred by the prevailing party, including those incurred on appeal.

ARTICLE 9. DISPUTES

- 9.1 Any dispute between the Architect and the Owner regarding, but not limited to project budget, project scope, project layout, or types and quality of materials, shall be submitted in writing within 21 days after occurrence of the event giving rise to the claim.
- 9.2 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. 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 arbitration.
- 9.3 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- 9.4 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.

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 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 the Architect.
- 10.2 The Owner and the Architect are each bound, including their respective partners, successors, assigns and legal representatives with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.
- 10.3 Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.
- 10.4 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- 10.5 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. 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 on the construction sign and in the promotional materials for the Project.
- 10.6 For changes in the construction contract initiated prior to equipment or systems being ordered or delivered, and where the scope of the change in work does not materially alter the timing of the construction process, all costs are assigned to the construction contract.

- 10.7 For changes in the construction contract initiated after equipment or systems have been ordered but prior to installation, the costs associated with the change and the replacement equipment are assigned to the contract minus restocking charges. Restocking charges are assigned to the entity initiating the change.
- 10.8 For changes in the construction contract initiated after equipment or systems have been ordered and installed, the costs associated with the change and the replacement equipment are assigned to the construction contract. The costs associated with the original installation and installed equipment, along with removal costs, are assigned to the entity initiating the change.

ARTICLE 11. GOVERNING LAW

- 11.1 This Agreement shall be governed by the laws of the State of Iowa.

ARTICLE 12. OTHER CONDITIONS OR SERVICES

12.1 PAYMENT TO THE ARCHITECT:

- 12.1.1 Payment to the Architect for Basic and Additional Services, as defined in Article 2, and for Reimbursable Expenses, as defined in Article 4, shall be made monthly upon submittal of the Architect's statement on the Architect's standard invoice. Invoices shall be submitted by the first of the month and due within 15 days of Board approval. An interest rate of 12% annually shall be added to all invoices 30 days old beginning 15 days after date on invoice.

12.2 CONSTRUCTION DOCUMENTS:

- 12.2.1 The Architect shall publish the construction drawings and specifications.
- 12.2.2 The Architect shall be responsible for coordinating the printing of the Construction Documents.
- 12.2.3 The Architect shall submit all documents necessary to Federal, State or Local jurisdiction as required for review and approval of construction. All expenses for printing / shipping / review fees shall be as indicated in Article 4.

12.3 BIDDING DOCUMENTS:

- 12.3.1 All printing and shipping expenses shall be as outlined in Article 2 and 4 of this agreement.
- 12.3.2 The Architect shall publish the drawings, specifications, the Project Manual, and all Addenda's.
- 12.3.3 The Architect shall be responsible for coordinating the distribution of the Bidding Documents and all Addenda's.
- 12.3.4 The Architect shall deliver one set of Bidding Documents (drawings and Project Manual) to the Owner with certifications required.
- 12.3.5 The Architect shall deliver one copy of all Addenda to the Owner.

- 12.4 The Architect (Company) shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Architect shall not permit an employee, Subconsultant (Company) owned, operated, or managed by, or Subconsultant employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113. The Architect shall further acknowledge and certify by signing this Agreement that the services provided under this Contract comply with Iowa Code 692A.113.

ARTICLE 13. CONTRACT MODIFICATIONS

- 13.1 Modifications to this agreement for architectural services are as follows:
- 13.1.1 Travel expenses shall be reimbursed at the rate of \$0.60 per mile.

13.1.2 Typical Reimbursed Expenses for Bidding and Marketing Associated Costs

Printing Costs

| | |
|-------------------------------|--|
| Printing Company | Cost plus 15% |
| B&W Drawings 42x30 | \$2.00 per sheet (in-house) |
| B&W Drawings 24x36 | \$1.50 per sheet (in-house) |
| Project Manual/Specifications | Cost + 15% |
| Color Drawings 42x30 | Cost plus 15% |
| Color Drawings 24x36 | Cost plus 15% |
| Color Renderings 24x36 | \$50 per sheet (in-house) or Cost plus 15% |

Mounting Boards: \$15 per board

Shipping and Handling

| | |
|--|---------------|
| Drawings, Project Manual, and Other Documents | Cost plus 15% |
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Electronic Copies of Contract Documents


| | |
|----------------------|----------------------|
| Flash Drive of files | \$15 per Flash Drive |
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Drawing Scan Into PDF/JPEG

| | |
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| Any Size Sheet | \$3 per sheet |
| Flash Drive | \$15 per Flash Drive |

This Agreement becomes effective the date signed by the Parties below.

Architect:

by: 

Title: President

Date: October 5, 2020

Address: SA Architects
2800 4th Street SW, Suite 6
Mason City, IA 50401
Ph. 641-424-8689

Owner:

by: _____

Title: _____

Date: _____

Address: Belmond – Klemme Community School
411 10th Ave. NE
Belmond, IA 50421
Ph. 641-444-4300