



BOARD MEETING

December 8, 2021

5:30 p.m. - Polk County Administration Bldg., Room 120
111 Court Ave., Des Moines, IA

AGENDA

- 1) Roll Call
- 2) Public Comments
- 3) New Employee Introduction
 - a. Shelly Nesheim – HR Specialist
 - b. Allison Wisgerhof – Youth Corps Coordinator
- 4) Equestrian Center Challenge Trail Presentation
- 5) Financial Reports
- 6) Action on the Minutes of the Previous Meeting(s)

CONSENT AGENDA

Note: These are routine items and will be enacted by one roll call vote without separate discussion unless a Board Member or member of the public requests an item be removed to be considered separately. Please notify a PCCB Member to have an item removed.

- 7) Approving bill list.
- 8) Ratifying the recommendation to the Polk County Board of Supervisors to approve a permanent ingress/egress access easement to Daniel and Laura Miller near Chichaqua Bottoms Greenbelt.
- 9) Approving rental and fee adjustments for the Jester Park and Thomas Mitchell cabins, electric, non-electric and full hookup campsites, and Jester Park Equestrian Center, effective January 3, 2022.
- 10) Approving revised job classification/description for the Conservation Facility Attendant position(s) and establishing the miscellaneous pay rate at \$15.00 per hour following the Polk County Board of Supervisors resolution at their December 14, 2021 meeting.
- 11) Approving the six week equipment lease agreement with Midwest Underground (MWU)-Bondurant for the Rayco T200 forestry mower in the amount of \$22,500.00.

ACTION ITEMS

- 12) Approving both agreements with Shive Hattery and Hansen Company and Polk County Conservation Board for Professional Design Services and Construction Management Services for the Easter Lake North Shore Development Project for a total of \$732,000.
- 13) Approving the proposal from Wright Outdoor Solutions to provide installation and maintenance services for three years in an amount of \$38,700.00 for the Great Western Trail planting for the proposed tunnel at County Line Rd.
- 14) Approving the proposal from IMBA (International Mountain Biking Association) Trail Solutions in the contract amount of \$44,930.00 for Planning/Design Services for the Copper Creek Mountain Bike Park.
- 15) Public Hearing approving plans, specifications, form of contract, engineer's estimate, and designating lowest responsible bidder for the construction of the Trestle-to-Trestle Bridge project to United Contractors Inc. in a contract amount of \$1,921,858.00 plus a 5%

contingency and authorizing the Polk County Engineer to digitally sign contract, performance bond, closeout documents, and act as Owner Agent on behalf of Polk County Conservation during construction administration.

BOARD DISCUSSION

Director Remarks

Board Chair & Members Remarks

CLOSED SESSION

16) Land Acquisition

ADJOURNMENT

Upcoming Events

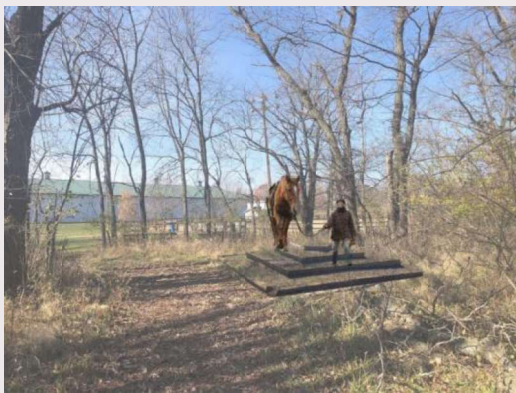
- December 16, 2021: GOF Board Meeting, 8:30-10:30 AM @ Raccoon River Nature Lodge
- January 6, 2022: PCC Board Retreat
- January 12, 2022: PCC Board Meeting, 5:30 PM, Polk Co Admin Bldg, Rm 120

For more information on agenda items or to receive an accommodation to participate in a meeting, hearing, service, program or activity conducted by this office, please contact Polk County Conservation Office at 515-323-5300 or visit the office (12130 NW 128th St, Granger, Iowa). The information identified on this agenda may be obtained in accessible formats by qualified persons with a disability. PCCB meeting agendas are available to the public at the Polk County Conservation Office on Monday afternoon preceding Wednesday's Board meeting. Citizens can also view the Board agenda on Agency's website at www.leadingyououtdoors.org or request to receive meeting notices and agendas by email by calling the office or sending their request via email to pccb_info@polkcountyiowa.gov



The mission of the Horses Helping Heroes program is to offer Veterans an enhanced quality of life through horse-inspired wellness.

The program has served over 300 Veterans and is now expanding.



CHALLENGE TRAIL

PROJECT DESCRIPTION

The Horses Helping Heroes program is expanding to provide new experiential activities, and the Challenge Trail will be a significant addition.

The Challenge Trail will be built along a wooded path that winds behind the Jester Park Equestrian Center outdoor arena with views of Saylorville Lake.

With horses as their partners, Veterans will complete the trail challenges with a renewed sense of accomplishment, self-respect and confidence. The experience will enhance the Veteran's ability to cope with the complex issues of everyday life.

As we continue to grow our wellness programming for Veterans we envision incorporating unmounted, mounted and driving activities.

PLANNING

Polk County Conservation's Construction & Maintenance department, Park Planner and Natural Resources Manager will collaborate to create environmentally conscious obstacles that maintain the trail's aesthetic beauty and do not impact the native plants and trees.

IMPLEMENTATION

Name of Trail: To be determined

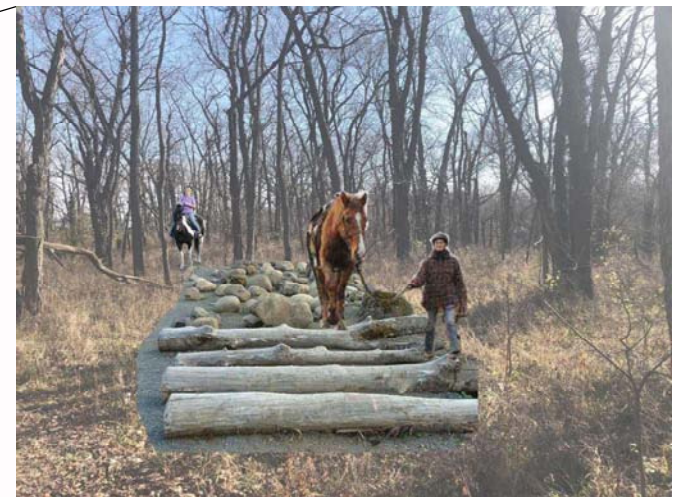
Projected cost: \$15,000 for 10-12 obstacles

Funding: Private donors

Completion Date: Targeted for mid-2022







2021- 2021 Revenue Budget
- as of 11/30/21 (41.67% of budget year expired)

UNIT #	UNIT	Revenue Budget	Total Revenues Received	Balance Due	% Received
General - Fund 1					
0213	Equipment	\$ 5,000	\$ -	\$ 5,000	0.0%
6006	Environmental Ed	\$ 80,000	\$ 29,403	\$ 50,597	36.8%
6009	Natural Resources	\$ 64,000	\$ 82,329	\$ (18,329)	128.6%
6101	Administration	\$ 2,000	\$ 27,867	\$ (25,867)	1393.4%
6103	Community Outreach	\$ -	\$ -	\$ -	0.0%
6104	Conservation Grants	\$ -	\$ 17,108	\$ (17,108)	0.0%
6110	Parks Advocacy Unit	\$ 582,500	\$ 394,016	\$ 188,484	67.6%
6118	Fleet Services	\$ 10,000	\$ 3,166	\$ 6,834	
6119	Construction/Maint.	\$ -	\$ 6,850	\$ (6,850)	0.0%
6124	Equestrian Center	\$ 215,000	\$ 65,451	\$ 149,549	30.4%
Sub-Total - General Fund 1		\$ 958,500	\$ 626,190	\$ 332,310	65.3%
Conservation Special Projects- Fund 6					
6125	JP Lodge	\$ 100,000	\$ 38,277	\$ 61,723	0.0%
6126	Mitigation Banking	\$ -	\$ -	\$ -	0.0%
6127	Miscellaneous	\$ 1,000	\$ 3,985	\$ (2,985)	398.5%
6128	Cabins	\$ 110,000	\$ 61,298	\$ 48,702	55.7%
6129	Laurisden Skatepark	\$ 2,000	\$ 19,446	\$ (17,446)	0.0%
Sub-Total - General Fund 6		\$ 213,000	\$ 123,006	\$ 89,994	57.7%
REAP - Fund 26					
0211	Resource Enhancement	\$ 111,000	\$ 115,378	\$ (4,378)	103.9%
Reserve - Fund 50					
0210-0214	Special Projects	\$ -	\$ -	\$ -	0.0%
Bond - Fund 51					
0210	Water & Land Dev & Trails	\$ 320,000	\$ 191,212	\$ 128,788	59.8%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$ 304,000	\$ 146,808	\$ 157,192	48.3%
Sub-Total - Enterprises Fund 286		\$ 304,000	\$ 146,808	\$ 157,192	48.3%
Grand Total - Conservation		\$ 1,906,500	\$ 1,202,594	\$ 703,906	63.1%

2020 - 2021 Expense Budget
- as of 11/30/21 (41.67% of budget year expired)

UNIT #	UNIT	Expense Budget	Total Expended	Balance Remaining	% Expended
General - Fund 1					
0213	Equipment	\$ 280,000	\$ 103,716	\$ 176,284	37.0%
6006	Environmental Ed	\$ 692,549	\$ 247,835	\$ 444,714	35.8%
6009	Natural Resources	\$ 1,112,522	\$ 486,333	\$ 626,189	43.7%
6101	Administration	\$ 1,055,172	\$ 575,213	\$ 479,959	54.5%
6103	Community Outreach	\$ 211,875	\$ 80,300	\$ 131,575	37.9%
6104	Conservation Grants-2018 Flood	\$ -	\$ 46,639	\$ (46,639)	0.0%
6110	Parks Advocacy Unit	\$ 1,272,823	\$ 615,148	\$ 657,675	48.3%
6118	Fleet Services	\$ 538,527	\$ 259,694	\$ 278,833	48.2%
6119	Construction/Maint.	\$ 683,430	\$ 305,113	\$ 378,317	44.6%
6124	Equestrian Center	\$ 612,471	\$ 300,637	\$ 311,834	49.1%
Sub-Total - General Fund 1		\$ 6,459,369	\$ 3,020,628	\$ 3,438,741	46.8%
6125	JP Lodge	\$ 75,000	\$ 3,539	\$ 71,461	4.7%
6126	Mitigation Banking	\$ 0	\$ 6,625	\$ (6,625)	0.0%
6127	Miscellaneous	\$ 25,000	\$ 3,312	\$ 21,688	13.2%
6128	JP Cabins	\$ 61,028	\$ 26,731	\$ 34,297	43.8%
6129	Laurisden Skatepark	\$ 100,000	\$ 77,142	\$ 22,858	0.0%
Sub-Total - General Fund 6		\$ 261,028	\$ 117,349	\$ 143,679	45.0%
General Supplemental - Fund 2					
All Units	Benefits (IPERS/FICA/Ins, Etc.)	\$ 1,560,175	\$ 627,724	\$ 932,451	40.2%
Risk Management - Fund 3					
6100	Insurance,Med., Work. Comp.	\$ 94,300	\$ 68,504	\$ 25,796	72.6%
REAP - Fund 26					
0211	Resource Enhancement	\$ 107,069	\$ 5,050	\$ 102,019	4.7%
Reserve - Fund 50					
0210-0214	Trails, Special Projects	\$ -	\$ -	\$ -	0.0%
Bond - Fund 51					
0210	Water & Land Dev & Trails	\$ 2,524,641	\$ 1,526,934	\$ 997,707	60.5%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$ 335,000	\$ 101,868	\$ 233,132	30.4%
Sub-Total - Enterprises Fund 286		\$ 335,000	\$ 101,868	\$ 233,132	30.4%
Grand Total - Conservation		\$ 11,341,582	\$ 5,468,057	\$ 5,873,525	48.2%

PCWLL EXPENDITURES AS OF :

November 30, 2021

SUB- LEDGER	PROJECT	DECEMBER 2013 BOND ISSUANCE	JUNE 2015 BOND ISSUANCE	JUNE 2019 BOND ISSUANCE	ACTUAL CONSTRUCTION EXPENDITURES	ACTUAL ENGINEERING EXPENDITURES	ACTUAL MISCELLANEOUS EXPENDITURES	GRANT REVENUES AND DONATIONS	ACTUAL COSTS TO DATE	ACTUAL BALANCE REMAINING	TO BE RECEIVED
C05-R003	GAY LEA WILSON TRAIL CONNECTION (DSM-ANKEN	\$ 49,851	\$ 99,643	\$ -	\$ 865,150	\$ 94,142	\$ 175	\$ (809,974)	\$ 149,494	\$ (0)	DONE
C06-6134	CBG SHAW ACQUISITION	\$ 432,776	\$ -	\$ -	\$ -	\$ -	\$ 691,636	\$ (258,860)	\$ 432,776	\$ 0	DONE
C08-6142	JESTER PARK CABINS	\$ 687,625	\$ -	\$ -	\$ 687,625	\$ -	\$ -	\$ -	\$ 687,625	\$ 0	DONE
C11-6205	CVT CONN-BONDURANT TO NE 29TH	\$ 1,265,051	\$ 30,683	\$ -	\$ 1,954,413	\$ 131,607	\$ 7,262	\$ (797,548)	\$ 1,295,734	\$ (0)	DONE
C12-6213	CBG WELL REPLACEMENT	\$ 73,859	\$ -	\$ -	\$ 71,746	\$ 150	\$ 1,963	\$ -	\$ 73,859	\$ 0	DONE
C12-6214	CBG OBSERVATION DECK	\$ 89,040	\$ -	\$ -	\$ 77,840	\$ 11,200	\$ -	\$ -	\$ 89,040	\$ (0)	DONE
C12-6218	JP EQUIPMENT MAINTENANCE BLDG RELOCATION	\$ 406,291	\$ 13,762	\$ -	\$ 420,053	\$ -	\$ -	\$ -	\$ 420,053	\$ (0)	DONE
C12-6219	EC IMPROVEMENTS	\$ 10,671	\$ -	\$ -	\$ 7,253	\$ 3,418	\$ -	\$ -	\$ 10,671	\$ 0	DONE
C12-6220	4-MILE CREEK WATERSHED	\$ 20,309	\$ -	\$ 1,077,061	\$ -	\$ 20,309	\$ -	\$ -	\$ 20,309	\$ 0	DONE
C12-6221	JP NATURE CENTER	\$ 363,349	\$ 3,636,651	\$ 1,000,000	\$ 8,077,560	\$ 2,073,148	\$ 510,936	\$ (4,242,785)	\$ 6,418,858	\$ (918,858)	\$ -
C12-6222	CBG MASTER PLAN	\$ 87,000	\$ 484,185	\$ 303,709	\$ 201,148	\$ 369,249	\$ 1,560	\$ -	\$ 571,956	\$ (0)	
C12-6223	ACKELSON TRAIL PHASE I (fkn EL Trail Phase I)	\$ 1,083,651	\$ -	\$ 189	\$ 903,781	\$ 176,108	\$ 3,951	\$ -	\$ 1,083,840	\$ 0	DONE
C12-6224	ACKELSON TRAIL PHASE II (fka EL Trail Phase II)	\$ 644,718	\$ 93,918	\$ -	\$ 1,066,959	\$ 216,221	\$ 15,457	\$ (560,000)	\$ 738,636	\$ (0)	DONE
C12-6225	ACKELSON TRAIL PHASE III (fka EL Trail Phase III)	\$ 52,661	\$ 941,136	\$ 475,000	\$ 3,906,577	\$ 580,827	\$ 9,891	\$ (1,940,951)	\$ 2,556,344	\$ (0)	\$ -
226	FDM POND IMPROVEMENTS & SEDIMENT BASIN	\$ 679,065	\$ 49,386	\$ -	\$ 769,399	\$ 136,036	\$ 23,016	\$ (200,000)	\$ 728,451	\$ 0	DONE
227	FDM PARK IMPR-SHELTER/TRAILS/PENINSULA	\$ 121,175	\$ 1,364,205	\$ -	\$ 1,044,826	\$ 203,713	\$ 340,277	\$ (103,437)	\$ 1,485,380	\$ 0	DONE
C12-6228	JP PARK IMPROVEMENTS-CAMP AREA #2 ELECTRIC	\$ 382,911	\$ -	\$ -	\$ 336,945	\$ 30,450	\$ 15,516	\$ -	\$ 382,911	\$ (0)	DONE
C12-6229	HTT CONNECTOR TO GLW (fka Neal Smith)	\$ 9,800	\$ 1,404	\$ 350	\$ -	\$ 11,554	\$ -	\$ -	\$ 11,554	\$ (0)	DONE
C12-6230	TM CAMP CREEK STABILIZATION	\$ 1,027,125	\$ 38,682	\$ -	\$ 867,694	\$ 198,000	\$ 113	\$ -	\$ 1,065,807	\$ (0)	DONE
231	TM PARK IMPROVEMENTS& SHOWER HOUSE	\$ 56,574	\$ 57,371	\$ 160,055	\$ 43,175	\$ 57,553	\$ 24,712	\$ (1,205)	\$ 124,236	\$ (0)	
C12-6232	YB PARK IMPROVEMENTS	\$ 55,797	\$ 626,772	\$ 500,000	\$ 1,063,298	\$ 204,745	\$ 175,366	\$ (209,981)	\$ 1,233,427	\$ 83,894	
C19-6323	YB SHOP BUILDING				\$ 79,758		\$ 5,490		\$ 85,247	\$ (70,113)	
C19-6338	YB CABINS	\$ -	\$ -	\$ -	\$ -	\$ 17,109	\$ 1,280	\$ -	\$ 18,389	\$ (18,389)	
C12-6233	TRAIL IMPROVEMENTS ALL AREAS	\$ 33,720	\$ 126,863	\$ 491,282	\$ 121,539	\$ 20,500	\$ 8,052	\$ (3,002)	\$ 147,089	\$ 3,002	DONE
C12-6234	JP ENTRANCE RELOCATION	\$ 352,768	\$ 743,313	\$ -	\$ 946,670	\$ 122,707	\$ 37,197	\$ -	\$ 1,106,573	\$ 0	DONE
C12-6235	CBG WOOSLEY PROPERTY	\$ 2,200	\$ 516,683	\$ -	\$ -	\$ -	\$ 518,883	\$ -	\$ 518,883	\$ (0)	DONE
C12-6236	CBG MENDENHALL ACQUISITION	\$ 681,167	\$ -	\$ -	\$ -	\$ -	\$ 681,167	\$ -	\$ 681,167	\$ 0	DONE
C12-6237	CXT VAULT TOILETS	\$ 64,133	\$ 106,807	\$ 144,060	\$ -	\$ -	\$ 268,927	\$ -	\$ 268,927	\$ 46,073	
C12-6238	CBG WETLANDS/DRAINAGE RESTORATION	\$ 67,221	\$ 303,836	\$ 277,474	\$ 521,244	\$ 147,214	\$ 10,421	\$ (100,000)	\$ 578,878	\$ (0)	DONE
C12-6239	YB DAM REPAIRS	\$ 898,097	\$ -	\$ -	\$ 775,964	\$ 112,507	\$ 9,626	\$ -	\$ 898,097	\$ 0	DONE
C12-6240	BEAVER CREEK LAND ACQUISITION	\$ 93,469	\$ -	\$ -	\$ -	\$ 457	\$ 93,012	\$ -	\$ 93,469	\$ 0	DONE
C12-6242	ROAD & PARKING LOT RESURFACING ALL AREAS	\$ 200,237	\$ 615,221	\$ 829,542	\$ 1,239,724	\$ 8,219	\$ -	\$ -	\$ 1,247,944	\$ 386,564	
C12-6243	CAMP CREEK-MILLER/RIST LAND ACQUISITION	\$ 342,197	\$ 3,408	\$ -	\$ -	\$ -	\$ 345,605	\$ -	\$ 345,605	\$ -	DONE
C12-6244	CBG AIRPORT 16 ACQUISITION	\$ 75,588	\$ -	\$ -	\$ -	\$ -	\$ 75,588	\$ -	\$ 75,588	\$ -	DONE
C12-6245	YB ALITZ PROPERTY ACQUISITION	\$ 298,950	\$ -	\$ -	\$ -	\$ -	\$ 298,950	\$ -	\$ 298,950	\$ 0	DONE
C12-6246	CBG FREELAND LAND ACQUISITION	\$ 204,437	\$ -	\$ -	\$ -	\$ -	\$ 204,437	\$ -	\$ 204,437	\$ -	DONE
C12-6247	CBG AIRPORT 60 LAND ACQUISITION	\$ 242,087	\$ (60,638)	\$ -	\$ -	\$ -	\$ 246,099	\$ (64,650)	\$ 181,449	\$ 0	DONE
C12-6248	CBG EVERLY PROPERTY-NO SALE APPRAISAL ONLY	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ 1,200	\$ -	\$ 1,200	\$ -	DONE

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November 30, 2021

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C12-6249	BROWN'S WOODS TRAILHEAD IMPROVEMENTS	\$ 49,882	\$ 77,804	\$ -	\$ 89,387	\$ 5,225	\$ 33,075	\$ -	\$ 127,686	\$ (0)	DONE
C12-6250	YB PRIEST PROPERTY ACQUISITION	\$ 321,640	\$ 11,775	\$ -	\$ -	\$ -	\$ 333,415	\$ -	\$ 333,415	\$ -	DONE
C12-9999	MISC MINOR IMPR, EQUIP & INTEREST	\$ 339,492	\$ 330,508	\$ 100,000	\$ 230,304	\$ 77,193	\$ 787,341	\$ (173,200)	\$ 921,638	\$ (167,385)	
C13-6251	OVERALL PROGRAM MANAGEMENT	\$ 43,095	\$ (3,095)	\$ 20,000	\$ -	\$ 43,095	\$ -	\$ -	\$ 43,095	\$ 0	DONE
C13-6252	EL LODGE CONSTRUCTION	\$ -	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C13-6253	TM ACCESSIBLE TRAIL AROUND POND	\$ 165,338	\$ -	\$ -	\$ 94,351	\$ -	\$ 70,987	\$ -	\$ 165,338	\$ (0)	DONE
C13-6254	TM OVERLIN PROPERTY ACQUISITION	\$ 74,257	\$ -	\$ -	\$ -	\$ -	\$ 74,257	\$ -	\$ 74,257	\$ -	DONE
C13-6255	MALLY'S STREAMBANK STABILIZATION	\$ 400	\$ (400)	\$ 400	\$ -	\$ 400	\$ 311	\$ -	\$ 711	\$ (0)	DONE
C13-6256	PCWLL PUBLIC AWARENESS	\$ 2,723	\$ (2,723)	\$ 11,797	\$ -	\$ -	\$ 36,797	\$ -	\$ 36,797	\$ (0)	
C13-6258	NATURAL AREA RESTORATIONS	\$ 8,481	\$ 289,156	\$ 1,479,125	\$ -	\$ 10,721	\$ 871,062	\$ (25,000)	\$ 856,783	\$ 702,099	
C13-6259	JP ORWC	\$ 4,200	\$ (4,200)	\$ 4,200	\$ -	\$ 4,200	\$ 23,983	\$ -	\$ 28,183	\$ 0	DONE
C13-6261	ANKENY HTT EXTENSION TO DSM	\$ 908,585	\$ -	\$ -	\$ -	\$ -	\$ 3,073,585	\$ (2,165,000)	\$ 908,585	\$ 0	DONE
C13-6262	EL J.C. WHITE PROPERTY	\$ 187,685	\$ 8,913	\$ 1,050	\$ -	\$ -	\$ 289,857	\$ (92,209)	\$ 197,648	\$ (0)	DONE
C13-6263	CVT SPUR TO MALLY'S	\$ 1,100	\$ 150,837	\$ -	\$ 87,283	\$ 49,957	\$ 14,697	\$ -	\$ 151,937	\$ 0	DONE
C13-6265	YB BANE PROPERTY	\$ 238,750	\$ 24,374	\$ -	\$ -	\$ -	\$ 263,124	\$ -	\$ 263,124	\$ (0)	DONE
C14-6268	EL DIKES/DREDGING/WATER QUALITY	\$ 230,289	\$ 2,364,456	\$ 255	\$ 6,530,936	\$ 1,136,944	\$ 486,867	\$ (4,478,758)	\$ 3,675,988	\$ (0)	
C14-6269	FDSM CLASSROOM	\$ 12,873	\$ (12,873)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	DONE
C14-6270	EL COVERED BRIDGE IMPROVEMENTS	\$ 62,714	\$ -	\$ -	\$ 56,920	\$ -	\$ 5,794	\$ -	\$ 62,714	\$ 0	DONE
C14-6271	CBG KAL-DEN FARMS PROPERTY (SWAN LAKE)	\$ 100,090	\$ (20,000)	\$ -	\$ -	\$ -	\$ 143,590	\$ (63,500)	\$ 80,090	\$ 0	DONE
C14-6272	EL RAIN GARDENS	\$ 15,379	\$ (8,983)	\$ -	\$ -	\$ -	\$ 28,874	\$ (22,478)	\$ 6,396	\$ (0)	DONE
C14-6274	CONSERVATION CORPS	\$ 48,898	\$ 152,702	\$ 483,238	\$ -	\$ -	\$ 816,004	\$ -	\$ 816,004	\$ 0	
C14-6275	GWT-BILL RILEY TRAIL	\$ 22,672	\$ 160,641	\$ -	\$ 138,984	\$ 44,285	\$ 44	\$ -	\$ 183,313	\$ 0	DONE
C14-6276	CBG SMITH PROPERTY	\$ 34,687	\$ 124,738	\$ -	\$ -	\$ -	\$ 159,425	\$ -	\$ 159,425	\$ -	DONE
C15-6277	WATER QUALITY	\$ -	\$ -	\$ 1,033,079	\$ -	\$ 163,108	\$ 1,661,395	\$ (120,000)	\$ 1,704,503	\$ (100,736)	DONE
C15-6278	CBG HALE POND REPAIR	\$ -	\$ 37,051	\$ -	\$ 36,825	\$ 226	\$ -	\$ -	\$ 37,051	\$ -	DONE
C15-6279	DNR WATER REC ACCESS GRANT-FDM	\$ -	\$ 7,105	\$ 45	\$ -	\$ -	\$ 28,600	\$ (21,450)	\$ 7,150	\$ -	DONE
C15-6281	TM STROSAHL	\$ -	\$ 360,475	\$ -	\$ -	\$ -	\$ 360,475	\$ -	\$ 360,475	\$ -	DONE
C16-6282	4-MILE CREEK MASTER PLAN	\$ -	\$ -	\$ 62,000	\$ -	\$ 62,000	\$ 1,407	\$ -	\$ 63,407	\$ 0	DONE
C16-6283	TM MURRAY PROPERTY	\$ -	\$ 211,045	\$ -	\$ -	\$ -	\$ 246,045	\$ (35,000)	\$ 211,045	\$ -	DONE
C16-6284	YB MILLER PROPERTY	\$ -	\$ 2,655	\$ 700	\$ -	\$ -	\$ 3,355	\$ -	\$ 3,355	\$ -	DONE
C16-6285	CBG KIMBERLY FARMS PROPERTY	\$ -	\$ 500	\$ -	\$ -	\$ 7,078	\$ (2,964)	\$ (64,000)	\$ (59,886)	\$ 60,386	DONE
C16-6286	EL DELANEY PROPERTY	\$ -	\$ 5,122	\$ -	\$ -	\$ -	\$ 5,122	\$ -	\$ 5,122	\$ -	DONE
C16-6287	EC MASTER PLAN IMPROVEMENTS	\$ -	\$ 500,000	\$ 17,866	\$ 468,119	\$ 2,526	\$ 47,221	\$ -	\$ 517,866	\$ 0	DONE
C16-6288	EL CHURCH PROPERTY	\$ -	\$ 35,615	\$ 92,019	\$ -	\$ -	\$ 127,634	\$ -	\$ 127,634	\$ -	DONE
C17-6289	4-MILE WILSON PROPERTY	\$ -	\$ 52,792	\$ -	\$ -	\$ -	\$ 52,792	\$ -	\$ 52,792	\$ -	DONE
C17-6290	CG CLUBHOUSE RENOVATIONS	\$ -	\$ 8,829	\$ 391,171	\$ 325,288	\$ 68,279	\$ 6,433	\$ -	\$ 400,000	\$ -	
C17-6291	4-MILE BAIN PROPERTY	\$ -	\$ 336,054	\$ 210,989	\$ -	\$ -	\$ 547,043	\$ -	\$ 547,043	\$ 0	DONE
C17-6292	CBG MORGAN PROPERTY	\$ -	\$ 372,200	\$ -	\$ -	\$ -	\$ 372,200	\$ -	\$ 372,200	\$ -	DONE

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C17-6293	4-MILE TRAILS END PROPERTY	\$ -	\$ 3,500	\$ 1,311,550	\$ -	\$ -	\$ 1,315,050	\$ -	\$ 1,315,050	\$ (0)	DONE
C17-6295	CVT CONN-NE 29TH TO BROADWAY	\$ -	\$ 83,885	\$ 429,000	\$ 302,302	\$ 131,525	\$ -	\$ -	\$ 433,827	\$ 0	
C17-6296	BEAVER CREEK WATERSHED IMPROVEMENTS	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ -	DONE
C17-6297	CBG-DYKSTRA PROPERTY	\$ -	\$ -	\$ 335,368	\$ -	\$ 21,297	\$ 590,416	\$ (268,033)	\$ 343,680	\$ 0	DONE
C17-6298	CBG-VEASMAN PROPERTY	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ 500	\$ -	\$ 500	\$ -	DONE
C17-6299	CBG-K KIMBERLY PROPERTY	\$ -	\$ -	\$ 592,623	\$ -	\$ -	\$ 594,851	\$ (232,102)	\$ 362,749	\$ 232,102	DONE
C18-6302	WETLAND BANKING	\$ -	\$ -	\$ 80,573	\$ -	\$ 140,341	\$ 158,720	\$ -	\$ 299,061	\$ 0	
C18-6303	CBG-PROPERTY 18	\$ -	\$ -	\$ 950	\$ -	\$ -	\$ 950	\$ -	\$ 950	\$ -	DONE
C18-6304	4-MILE O'MARA PROPERTY	\$ -	\$ -	\$ 4,400	\$ -	\$ -	\$ 4,400	\$ -	\$ 4,400	\$ -	DONE
C18-6305	YB PORTER PROPERTY	\$ -	\$ -	\$ 151,181	\$ -	\$ -	\$ 151,519	\$ -	\$ 151,519	\$ 0	DONE
C18-6306	YB JACK MILLER PROPERTY	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ 1,500	\$ -	\$ 1,500	\$ -	DONE
C18-6307	EL HAGER PROPERTY	\$ -	\$ 512,416	\$ -	\$ -	\$ -	\$ 512,416	\$ -	\$ 512,416	\$ -	DONE
C18-6309	EAGLE ROOST GOODHUE	\$ -	\$ 2,421	\$ 79	\$ -	\$ -	\$ 2,500	\$ -	\$ 2,500	\$ -	DONE
C18-6310	EAGLE ROOST JOHNSON	\$ -	\$ 1,250	\$ -	\$ -	\$ -	\$ 1,250	\$ -	\$ 1,250	\$ -	
C18-6312	MISCELLANEOUS LAND	\$ -	\$ -	\$ 16,945	\$ -	\$ 4,317	\$ 62,447	\$ -	\$ 66,764	\$ 13,148	
C18-6313	EASTER LAKE CAMPGROUND	\$ -	\$ 4,336	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C18-6314	JESTER PARK LODGE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (851)	\$ -	\$ (851)	\$ (0)	
C19-6318	NR SHOP	\$ -	\$ -	\$ 2,000,000	\$ 1,840,778	\$ 11,293	\$ 233,811	\$ -	\$ 2,085,883	\$ 0	
C19-6319	CBG - RANGER HOUSE	\$ -	\$ -	\$ -	\$ 287,149	\$ -	\$ 32,265	\$ -	\$ 319,414	\$ 0	
C19-6320	T2T BRIDGE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C19-6324	4-MILE GREENWAY RESTORATION	\$ -	\$ -	\$ 14,634	\$ 6,048	\$ 19,204	\$ 1,460	\$ -	\$ 26,712	\$ 0	
C19-6325	CBG-SPRAGUE PROPERTY	\$ -	\$ -	\$ 116,099	\$ -	\$ 338	\$ 115,761	\$ -	\$ 116,099	\$ (0)	
C19-6327	EL - NORTH SHORE IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -	\$ 21,567	\$ 81,487	\$ (71,070)	\$ 31,984	\$ 355,583	
C19-6328	MALLY'S WILLIAMSON	\$ -	\$ -	\$ 120,913	\$ -	\$ -	\$ 120,913	\$ -	\$ 120,913	\$ -	
C19-6330	YB - DEBOEF PROPERTY	\$ -	\$ -	\$ 57,836	\$ -	\$ -	\$ 57,836	\$ -	\$ 57,836	\$ 0	
C19-6331	YB- DEATON	\$ -	\$ -	\$ 59,804	\$ -	\$ -	\$ 60,176	\$ -	\$ 60,176	\$ 0	
C19-6334	CBG LANE PROPERTY	\$ -	\$ -	\$ 568,705	\$ -	\$ 862	\$ 592,966	\$ (53,381)	\$ 540,447	\$ 28,258	
C19-6337	JP BIOCELLS	\$ -	\$ -	\$ -	\$ 24,129	\$ -	\$ 19,020	\$ -	\$ 43,149	\$ (0)	
C20-6341	CBG/DAN MILLER PROPERTY	\$ -	\$ -	\$ 206,998	\$ -	\$ 2,100	\$ 204,898	\$ -	\$ 206,998	\$ 0	
C20-6342	YB/PUJA PROPERTY	\$ -	\$ -	\$ 10,224	\$ -	\$ -	\$ 10,224	\$ -	\$ 10,224	\$ -	
C20-6343	4-MILE/SLEEP HOLLOW	\$ -	\$ -	\$ 248,008	\$ -	\$ -	\$ 248,008	\$ -	\$ 248,008	\$ -	
C20-6344	MALLY'S/RANKIN	\$ -	\$ -	\$ 2,652	\$ -	\$ -	\$ 2,652	\$ -	\$ 2,652	\$ -	
C20-6346	JESTER PARK CAMPGROUND #1 IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C20-6349	COPPER CREEK	\$ -	\$ -	\$ 301,972	\$ -	\$ -	\$ 301,972	\$ -	\$ 301,972	\$ -	
C20-6351	EASTERN MOUNDS	\$ -	\$ -	\$ 35,200	\$ -	\$ -	\$ 35,200	\$ -	\$ 35,200	\$ -	
C20-6352	HTT TO POLK CITY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ -	\$ 6,000	\$ (6,000)	

PCWLL EXPENDITURES AS OF :

November 30, 2021

SUB- LEDGER	PROJECT	DECEMBER 2013 BOND ISSUANCE	JUNE 2015 BOND ISSUANCE	JUNE 2019 BOND ISSUANCE	ACTUAL CONSTRUCTION EXPENDITURES	ACTUAL ENGINEERING EXPENDITURES	ACTUAL MISCELLANEOUS EXPENDITURES	GRANT REVENUES AND DONATIONS	ACTUAL COSTS TO DATE	ACTUAL BALANCE REMAINING	TO BE RECEIVED
LAND ACQ.	LAND ACQUISITIONS	\$ -	\$ -	\$ 4,118,830	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,243,107	
C18-6312	MISCELLANEOUS LAND	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	
C19-6332	4-MILE GREINER PROPERTY	\$ -	\$ -	\$ 2,200	\$ -	\$ -	\$ 2,200		\$ 2,200	\$ -	
C19-6333	ADELPHI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	
C19-6335	BEAVER CREEK - SWAICH	\$ -	\$ -	\$ 1,800	\$ -	\$ -	\$ 1,800		\$ 1,800	\$ -	
		\$ 14,030,000	\$ 15,979,172	\$ 20,357,200	\$ 36,569,144	\$ 6,975,220	\$ 21,126,927	\$ (17,177,575)	\$ 47,493,716	\$ 2,872,739	\$ -

	Date	December 8, 2021
	Item No. Roll Call No. Submitted by:	CONSENT 21-1208 Adam Fendrick Park Planner

AGENDA HEADING:

Ratifying the recommendation to the Polk County Board of Supervisors to approve a permanent ingress/egress access easement to Daniel and Laura Miller near Chichaqua Bottoms Greenbelt.

INFORMATION:

Polk County Conservation purchased a parcel of property from Mr. and Mrs. Miller at Chichaqua Bottoms Greenbelt. Mr. and Mrs. Miller retained ownership of an adjacent parcel in which the only access was through the property purchased by Conservation (attached Exhibit 'A'). As part of the purchase agreement, Conservation assured the Millers access to their property.

Director Leopold sent an email on November 23, 2021, requesting the Board approve the recommendation to the Polk County Board of Supervisors to approve the ingress/egress easement. Director Leopold received four Yeas back.

FISCAL IMPACT:

Amount: NA

Funding Source: NA

PREVIOUS BOARD ACTION(S):

Date:

Roll Call:

Action:

RECOMMENDATION:

Ratifying the recommendation to the Polk County Board of Supervisors to approve a permanent ingress/egress access easement to Daniel and Laura Miller near Chichaqua Bottoms Greenbelt and directing staff to proceed with the approval process.

PERMANENT EASEMENT FOR PRIVATE INGRESS - EGRESS

Polk County, Iowa and Polk County Conservation Board (hereinafter referred to as the "Grantor"), in consideration of the sum of **One Dollar (\$1.00)** and other good and valuable consideration, in hand paid by Daniel and Laura Miller located at 2330 Falcon Ave., Audubon, IA 50025 a private land owner in Polk County, Iowa (hereinafter referred to as the "Grantee"), does hereby convey a Permanent Easement for ingress-egress access to property and Right-of-Way under, over, through and across the following described property:

LEGAL DESCRIPTION

A 25-foot wide strip along the east property line of the NE1/4 of the NW1/4 of Sec. 5, Range 80 Township 22 in Polk County, Iowa.

Property subject to all easements of record.

Which property is also described and depicted on the plat attached hereto as Exhibit "A"

(hereinafter referred to as the "Easement Area") for all activities related to the purpose of the Grantee's access for ingress and egress and maintaining access to the property at the destination of this easement, together with the necessary appurtenances thereto, under, over and through said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written approval from the Grantee. The Grantee shall not unreasonably withhold consent.
2. **PLANTINGS.** The planting of trees and shrubs is prohibited within the Easement Area without obtaining the prior written approval of the Grantee. The Grantee shall not unreasonably withhold consent.
3. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee. The Grantee shall not unreasonably withhold consent..
4. **RIGHT OF ACCESS AND MAINTENANCE.** The Grantee, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, included, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area, and the right to improve, repair, and maintain the Easement Area in whatever manner necessary for access that does not harm public health, safety, and general welfare of the public.
5. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
6. **SPECIAL PROVISIONS.** This Easement Area is restricted to agricultural access only.
7. **APPROVAL BY POLK COUNTY BOARD OF SUPERVISORS.** This Easement shall not be binding until it has received final approval and acceptance by the Polk County Board of Supervisors by Resolution, which approval and acceptance shall be noted on the Easement by the County Clerk.

Grantor does hereby covenant with the Grantee that Grantor holds said real estate described in this Easement Area and that Grantor has good and lawful authority to convey the Easement Area described herein, and the Grantor covenants to warrant and defend the said premise against lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

POLK COUNTY, IOWA

Angela Connolly, Chairperson
____ day of _____, 2021

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this ____ day of _____, 2021, before me, a Notary Public in and for said County, personally appeared Angela Connolly, to me personally known, and who being duly sworn, did say that she is the Chairperson of the Board of Supervisors of Polk County, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors as contained in Resolution No. _____ adopted on _____, 2021, and said Chairperson acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

Notary Public for Iowa



Date

December 8, 2021

Item No. CONSENT
 Roll Call No. 21-1209
 Submitted by: Erich Braun
 Parks Manager

AGENDA HEADING:

Approving rental and fee adjustments for the Jester Park and Thomas Mitchell cabins, electric, non-electric and full hookup campsites, and Jester Park Equestrian Center, effective January 3, 2022.

INFORMATION:

Polk County Conservation annually reviews our various fees and charges to ensure we are covering operational costs and are within the market for facilities and program fees. Upon review, staff is recommending the following modifications that would become effective January 3, 2022:

Jester Park 1-bedroom Cabin	\$115/night to \$145/night (Apr 15 - Oct 15)
Jester Park 2-bedroom Cabin	\$150/night to \$180/night (Apr 15 - Oct 15)
Thomas Mitchell Cabin	\$150/night to \$115/night (Oct 16 - Apr 14)
	\$150/night to \$145/night (Apr 15 - Oct 15)
Electric Campsite (off-season)	\$25/night to \$20/night (Apr 1 – 14; Oct 16 - Nov 30)
Non-electric Campsite (off-season)	\$20/night to \$15/night (Apr 1 – 14; Oct 16 - Nov 30)
Yellow Banks Full Hookup Campsite	\$35/night (Apr 1 – 14; Oct 16 - Nov 30)
	\$40/night (Apr 15 - Oct 15)
Equestrian Center Indoor Patio	\$20/day to \$30/day
Equestrian Center Picnic Shelter	\$80/day to \$50/day
Indoor Arena Complex & Outdoor Arena	\$900/day

The recommended fees will provide consistent pricing with what other Iowa counties provide while lowering the cost of camping during off-season when many campsites are left empty. Staff feel the above fee adjustments are reasonable for the amenities provided. Additionally, with the use of the “Nature Pass”, low-income qualified households are eligible for seven free nights of camping annually and a 50% discount on one cabin stay along with various other discounts on facilities, services, and programming.

FISCAL IMPACT:

<u>Amount:</u>	<u>\$126,000</u>	Total Estimated Income Increase
	\$25,000	Cabins estimated annual revenue increase
	\$100,000	Campsites estimated annual revenue increase due to Yellow Banks full hookup sites and decrease in off-season rates
	\$1,000	Equestrian Center estimated annual revenue increase

Funding Source: Revenues deposited into the Cabin Enterprise fund, Parks and Equestrian Center operating budgets.

PREVIOUS BOARD ACTION(S):

Date: December 9, 2020

Roll Call: 20-1208 (5 Yea)

Action: Approving fee adjustments for the Jester Park Nature Center Board Room, electric and non-electric campsites, and establishing a ball field rental fee effective January 2, 2021.

Date: November 10, 2020

Roll Call: 20-1108 (3 Yea / 2 Absent)

Action: Receive and file fee adjustments for the Jester Park Nature Center Board Room, electric and non-electric campsites, effective January 2, 2021, with formal Board action at their December 2020 meeting.

Date: April 10, 2019

Roll Call: 19-0410 (4 Yea / 1 Absent)

Action: Approving rental fee of \$150.00 per night for rental of the Thomas Mitchell cabin and establishing a \$50.00 pet fee.

Date: December 12, 2018

Roll Call: 18-1206 (5 Yea)

Action: Approving proposed fees for cabins, Jester Park Golf Course, Equestrian Center, Jester Park Lodge, and Jester Park Nature Center as modified; all fees becoming effective on January 1, 2019 with the exception of the Equestrian Center (July 1, 2019) and Lodge (upon completion of capital improvements, excluding weekday rate).

RECOMMENDATION:

Approving rental and fee adjustments for the Jester Park and Thomas Mitchell cabins, electric, non-electric and full hookup campsites, and Jester Park Equestrian Center, effective January 3, 2022.

2022 Fee Proposals

Cabins		Current	Proposed	
Jester Park			Oct 16 - Apr 14	Apr 15 - Oct 15
One-bedroom		\$115	\$115	\$145
Two-bedroom		\$150	\$150	\$180
Thomas Mitchell			Oct 16 - Apr 14	Apr 15 - Oct 15
Three-bedroom		\$150	\$115	\$145
Campgrounds		Current	Proposed	
			Apr 1 - Apr 14	Apr 15 - Oct 15 Oct 16-Nov 30
Electric		\$25	\$20	\$25 \$20
Non-Electric		\$20	\$15	\$20 \$15
Yellow Banks Full Hookup			Apr 1 - Apr 14	Apr 15 - Oct 15 Oct 16-Nov 30
		n/a	\$35	\$40 \$35

Equestrian Center		
Item	Current	Proposed
Stall Rental, per day	\$20	
Bedding (per bag)	\$8	
Indoor Arena Complex (Arena + Conference Room + Kitchen) + Outdoor Arena Rental - Full Day		\$900
Indoor Arena Complex (Arena + Conference Room + Kitchen) Rental - Full Day	\$650	
Indoor Arena Rental - Full Day	\$550	
Outside Arena Rental - Full Day	\$300	
Conference Room Rental (Full)	\$80	
Conference Room Rental (2 –	\$40	
Inside Patio - Full Day	\$20	\$30
Inside Patio heat - Full Day/Evening	\$10	
Kitchen Rental	\$50	
Outdoor Shelter Rental - 2 hours	\$20	
Outdoor Shelter Rental Full day	\$80	\$50

Note: Proposed fee changes highlighted in "yellow"



Date

December 8, 2021

Item No. CONSENT
Roll Call No. 21-1210
Submitted by: Kami Rankin
Deputy Director

AGENDA HEADING:

Approving revised job classification/description for the Conservation Facility Attendant position(s) and establishing the miscellaneous pay rate at \$15.00 per hour following the Polk County Board of Supervisors resolution at their December 14, 2021 meeting.

INFORMATION:

Polk County Conservation has been using a Recreation Clerk position description for staff working at the Outdoor Recreation & Wellness Center. Recently, the County posted for a Facility Attendant position that mirrors many of the same duties as our Recreation Clerk and Building Monitor positions. Building monitors are used at the Jester Park Nature Center for public rentals and during times when volunteer coverage isn't available.

In speaking with staff at Polk County's Human Resources department, it has been recommended that we reclassify one part-time Recreation Clerk to one part-time Conservation Facility Attendant. Along with the reclassification, we propose a pay increase from \$12 per hour to \$15 per hour as this is more aligned with the County's Facility Attendant position. Additionally, in place of contracted Building Monitors we will use this job description to hire on-call Conservation Facility Attendants and use as needed to supplement needed hours at the Outdoor Recreation & Wellness Center and Jester Park Nature Center.

Staff has revised the job description to better reflect the work that is expected and is recommending that the pay rate for this position be set at \$15.00 per hour.

FISCAL IMPACT:

Amount: \$3,500 annual increase (resulting from \$3 per hour pay increase)

Funding Source: Environmental Education Operating Budget (Extra Help)

PREVIOUS BOARD ACTION(S):

Date: N/A

Roll Call:

Action:

RECOMMENDATION:

Approving revised job classification/description for the Conservation Facility Attendant position(s) and establishing the miscellaneous pay rate at \$15.00 per hour following the Polk County Board of Supervisors resolution at their December 14, 2021 meeting.

CONSERVATION FACILITY ATTENDANT

Distinguishing Features of the Class:

Under immediate supervision, collects rental fees from the general public, maintains security in County buildings, and/or monitors use of County facilities during evenings, weekends, or holidays while providing exceptional customer service.

Illustrative Examples of Duties:

1. Greets the public; answers telephone calls; relays messages; directs callers and provides general information to the public.
2. Performs routine office work, which may include assisting public with various registrations and reservations, record keeping, etc., as needed.
3. Computes fees and collects money from customers.
4. Reconciles fees and merchandise sales collected on a daily basis and prepares reconciliation report.
5. Assist with special event implementation; programs and services offered at the Outdoor Recreation & Wellness Center and Jester Park Nature Center.
6. Supervise the use of the Jester Park Nature Center and Outdoor Recreation & Wellness Center during public hours as well as when the facilities are privately rented during nonpublic hours.
7. Performs related duties as assigned.

Required Knowledge, Skills, and Abilities:

- Knowledge of and the ability to communicate departmental policies, practices and standards.
- Knowledge of general office practices and procedures.
- Knowledge of simple mathematics including addition, subtraction, and multiplication.
- Knowledge of Microsoft Office, web-based calendars, email, audio visual equipment, and website programs.
- Knowledge of professional customer service methods/skill sets.
- Ability to perform basic accounting/cash handling calculations.
- Ability to monitor activities in County buildings, solve problems, and provide assistance to the general public
- Ability to communicate effectively both verbally and in writing.
- Ability to establish and maintain satisfactory working relationships with other County employees and the general public using courtesy, patience, and tact.
- Ability to work in a fast-paced, active work environment.
- Ability to deal with multiple priorities at one time.
- Ability to occasionally lift up to 50 pounds.
- Ability to obtain and maintain a valid motor vehicle operator's license issued and in good standing by the State of Iowa is required.

- Ability to obtain and maintain certification in First Aid and CPR.
- Ability to work flexible hours including evenings, weekends, holidays, and irregular hours
- Knowledge and skills of outdoor recreation activities such as paddling, cross country skiing, and shooting sports

Training and Experience:

- Graduation from high school or equivalent education, or
- Any equivalent combination of training and experience that will have provided the required knowledge, skills, and abilities.

Special Requirement:

- Must be at least 18 years of age.
- A criminal background check is required.
- Pre-employment physical examination is required.
- A drug screen may be required.

Adopted: 11/13/2019



Date

December 8, 2021

Item No. CONSENT

Roll Call No. 21-1211

Submitted by: Doug Sheeley
Natural Resources Manager

AGENDA HEADING:

Approving the six week equipment lease agreement with Midwest Underground (MWU)-Bondurant for the Rayco T200 forestry mower in the amount of \$22,500.00.

INFORMATION:

Polk County Conservation has leased a forestry mower during the winter from Midwest Underground (MWU) for several years. Mid-winter is the best time to use this type of equipment, as soils are typically frozen and damage to herbaceous plant communities is minimized.

This year, we plan to lease this piece of equipment for the month of January and the first half of February (six weeks). This represents an additional two weeks lease time compared to previous years (four weeks) and is being requested to expedite our Timber Stand Improvement (TSI) program, especially at Brown's Woods where the land management plan was just completed. Extremely limited oak recruitment is being documented in oak woodlands that are heavily infested with woody invasive (e. g. bush honeysuckle) and shade-tolerant native tree species (e. g. hackberry), due to a lack of sunlight reaching the forest floor. Oak seedlings have minimal shade tolerance and require canopy openings for successful germination and growth of young trees.

The Rayco T200 is a powerful and efficient machine for removing invasive and undesirable native woody vegetation in woodland ecosystems. We hope to be able to cover 75+ acres of woodland with this machine during the lease period. Staff schedules will be flexed as needed to keep this machine operating as many days per week as possible.

The lease rate is \$3,750 per week.

FISCAL IMPACT:

Amount: \$22,500

Funding Source: 2012 Polk County Conservation Water & Land Legacy Bond-
Natural Resources/Land Protection

PREVIOUS BOARD ACTION(S):

None.

RECOMMENDATION:

Approving the six week equipment lease agreement with Midwest Underground (MWU)-Bondurant for the Rayco T200 forestry mower in the amount of \$22,500.00 and authorize the Director or his designee to execute the agreement.



Date

December 8, 2021

Item No. ACTION
Roll Call No. 21-1212
Submitted by: Richard Leopold
Director

AGENDA HEADING:

Approving both agreements with Shive Hattery and Hansen Company and Polk County Conservation Board for Professional Design Services and Construction Management Services for the Easter Lake North Shore Development Project for a total of \$732,000.

INFORMATION:

Although delayed due to COVID, fundraising for the Easter Lake North Shore Development Project is underway and resulting in great success. The Campaign Leadership Team plans to meet their fundraising goal by the spring/summer of 2022. As a result, we are in need of professional design and construction management services to develop the most inclusive, diverse, equitable, and universally-designed outdoor recreation space in the country. Shive-Hattery was vetted by PCC for cost opinion and graphic design services in late 2019 through an RFP selection process (board action noted below).

Shive Hattery and Hansen Company will work in tandem to provide start to finish services for this project. Shive Hattery will act as the Land Surveyor and Civil Engineer. Hansen Company will act as the Construction Manager and Cost Consultant. Contracted Consultants will provide universal design focus group services and geotechnical services.

Shive Hattery will provide base and supplemental services for \$625,000. Hansen will provide construction management services at 3.5% (estimated currently at \$107,000). Hansen's role will replace the general contractor. Their fee of 3.5% is not considered an addition to the overall project budget because it is in lieu of the fees charged by general contractors in any project. They will be responsible to bid out packages of the overall project to subcontractors. These contracts will come back to the Board for awarding. We believe this will add value to the project for more competitive bids and their guidance on handling the complexities of the private/public funds associated with the Easter Lake project.

FISCAL IMPACT:

Amount: \$732,000 Total Contribution (Shive & Hansen)

Funding Source: Easter Lake North Shore Fundraising Campaign

PREVIOUS BOARD ACTION(S):

Date: November 13, 2019

Roll Call: 19-1107 (Yea - 4, Absent - 1)

Action: Approving design contract with Shive-Hattery in the amount not to exceed \$24,400 for the design graphics and cost opinion for the Easter Lake north shore improvements as part of the feasibility study for a fundraising campaign.

RECOMMENDATION:

Approving both agreements with Shive Hattery and Hansen Company and Polk County Conservation Board for Professional Design Services and Construction Management Services for the Easter Lake North Shore Development Project for a total of \$732,000 and directing the Director or his designee to sign said agreements.



AIA Document C132™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the Eighth day of November in the year Two Thousand Twenty-One

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

BETWEEN the Owner:

(Name, legal status, address, and other information)

Polk County Conservation
12130 NW 128th Street
Granger, IA 50109
Telephone Number: 515.323.5322

and the Construction Manager:

(Name, legal status, address, and other information)

Hansen Company
5665 Greendale Road, Suite A
Johnston, IA 50131
Telephone Number: 515.270.1117

for the following Project:

(Name, location, and detailed description)

Polk County Conservation
Easter Lake North Shore
Polk County Conservation seeks to improve the beach and North shore area of Easter Lake. The project has two overarching goals in addition to Polk County Conservation's mission to provide the citizens of Polk County with quality outdoor recreation, conservation education, and long term protection of Polk County's natural heritage. The first is to develop the most inclusive, diverse, equitable, and universally designed outdoor recreation space in the country. The second is to capture and treat stormwater to improve water quality before entering the lake. The program for the project will be developed as part of this contract and shall include outputs gained from the focus group lead by the Harkin Institute and BNIM Architects.

The Architect:

(Name, legal status, address, and other information)

Shive-Hattery, Inc
4125 Westown Parkway, Suite 100
West Des Moines, IA 50266
Telephone Number: 515.223.8104
Project Number: 4215430

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

(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.)

Polk County Conservation seeks to improve the beach and north shore area of Easter Lake. The project has two overarching goals in addition to Polk County Conservation's mission to provide the citizens of Polk County with quality outdoor recreation, conservation education, and longterm protection of Polk County's natural heritage. The first is to develop the most inclusive, diverse, equitable, and universally designed outdoor recreation space in the country. The second is to capture and treat stormwater to improve water quality before entering the lake. The program for the project will be developed as part of this contract and shall include outputs gained from the focus group lead by the Har kin Institute and BNIM Architects

§ 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.)

The project is located on the north side of the lake near the area of the existing beach. See the attached exhibit A illustrating the extents of the project area. The project area is within the boundaries of Easter Lake Park owned and managed by Polk County Conservation. Topographic survey will be provided by Owner. No traffic or utilities studies will be provided. Mapping for private utilities and points of connections to public utilities will be provided by Owner.

Procurement of geotechnical services will be provided by Owner. Coordination of geotechnical services will be provided as part of this contract.

§ 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.)

Total Project Costs: \$4,198,945 (Four Million One Hundred Ninety-Eight Thousand Nine Hundred Forty Five Dollars)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

September 6, 2022

.3 Substantial Completion date or dates:

To Be Determined

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

The project will be competitively bid with up to five (5) negotiated or direct procurement packages. Assume multiple prime contractors

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

The Owner requires fast-tracking of abutment design for installation of an adaptive boat launch in advance of a summer 2022 rowing competition. Other fast-tracked items may include the procurement of a pre-engineered metal building, restrooms/concession building, shelters, specialty site furnishings, and other items that may have long-lead times due to supply chain and shipping delays. This contract assumes up to three (3) fast-tracked design elements and up to two (2) bid packages

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Stormwater run-off for the project area shall be treated in some manner to improve water quality before entering the lake

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:

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

Richard Leopold, Director
12130 NW 128th Street
Granger, IA 50109
Telephone Number: 515.323.5322

Email Address: rich.leopold@polkcountyiowa.org

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

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

To Be Determined

§ 1.1.11 The Owner shall retain the following consultants and Contractors:

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

.1 Land Surveyor:

Shive-Hattery, Inc.
4125 Westown Parkway, Suite 100
West Des Moines, IA 50266

.2 Geotechnical Engineer:

To Be Determined

.3 Civil Engineer:

Shive-Hattery, Inc.
4125 Westown Parkway, Suite 100
West Des Moines, IA 50266

.4 Contractors, as defined in Section 1.4:

To Be Determined

.5 Separate Contractors, as defined in Section 1.4:

To Be Determined

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- .6 Other, if any:
(List any other consultants retained by the Owner.)

To Be Determined

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

Jason Jones
5665 Greendale Rd., Suite A
Johnston, IA 50131
T: 515-270-1117

Email: jasonj@hansencompany.com

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

To Be Determined

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

To Be Determined

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

To Be Determined

§ 1.1.16 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager 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 Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager'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. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 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.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

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ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

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

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

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

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

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

§ 2.8 The Construction Manager 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 Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.

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

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000) 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.

§ 2.8.3 The Construction Manager 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 2.8.1 and 2.8.2, 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.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 2.8.6 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager 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 Construction Manager'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.

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the Project using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 2.10 A centralized electronic document management system will be used on the Project, and the Construction Manager shall be designated the Responsible Project Participant in section 3.5 of E203-2013, responsible for managing and maintaining the centralized electronic document management system. The centralized electronic document management system shall include all items listed in Article 3 of E203, and the following:
(List any items to be included that are not listed in Article 3 of E203-2013.)

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

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

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

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

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

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

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

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

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

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated,

(2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

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

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

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

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

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

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

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

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

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

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

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

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

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

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

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

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

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

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

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

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are 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 Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

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

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

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and

responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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

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

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

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

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

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

- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require:

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

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

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

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

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

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

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

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

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, and Contractors. Consent shall not be unreasonably withheld.

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager 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 (Construction Manager, Owner or not provided)
§ 4.1.1.1 Measured drawings	Not Provided
§ 4.1.1.2 Tenant-related services	Not Provided
§ 4.1.1.3 Commissioning	Not Provided
§ 4.1.1.4 Development of a commissioning plan	Not Provided
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	To Be Determined
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	Construction Manager
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	Construction Manager
§ 4.1.1.8 Assistance with site selection	Not Provided
§ 4.1.1.9 Assistance with selection of the Architect	Not Provided
§ 4.1.1.10 Furnish land survey	Not Provided
§ 4.1.1.11 Furnish geotechnical engineering services	Owner
§ 4.1.1.12 Provide insurance advice	Not Provided
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	Not Provided
§ 4.1.1.14 Stakeholder relationships management	Not Provided
§ 4.1.1.15 Owner moving coordination	Construction Manager
§ 4.1.1.16 Coordination of Owner's Separate Contractors	Construction Manager
§ 4.1.1.17 Other Supplemental Services	Not Provided

§ 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 Construction Manager's responsibility is provided below.

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

§ 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.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager 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, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 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 other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager 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 Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; 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 Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and 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.

§ 5.7 Unless provided by the Construction Manager, 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.

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

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

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

§ 5.11 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.

§ 5.12 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.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and 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 or any fault or defect in the Construction Manager's services.

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

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications 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 Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce 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 the 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 includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, 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 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the 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 Construction Manager.

§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

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

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager 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 Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 Provider shall indemnify, defend and hold harmless County, its Board of Supervisors, Elected and appointed Officials, Officers, Directors, Employees, Agents, their Predecessors, Successors and Assigns from and against any and all claims, disputes, demands, liabilities, damages, loss, cost and expense, including without limitation reasonable legal and accounting fees, that may be asserted, claimed against or recovered from County by reason of any personal injury, bodily injury including death, or damages claimed or sustained by any person(s) or property, including loss of use thereof, and economic damages arising out of or are in any way connected in any way with terms of this Agreement, including but not limited to Provider's act, omission, negligence, default or mismanagement of Provider, its employees, agents or subcontractors in the performance of any of County's duties imposed by this Agreement, or by law.

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 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 Construction Manager 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.

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

§ 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 Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven 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 Construction Manager 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 Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 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 Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

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

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

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

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

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

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

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

Billed Labor and Reimbursable plus fee (3.5%)

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

3.5% Fee on all construction costs, managed owner furnished materials costs and Construction Managers reimbursable costs.

§ 11.2 For the Construction Manager'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 Construction Manager as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 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 Construction Manager as follows:
(Insert amount of, or basis for, compensation.)

3.5% Fee plus actual costs.

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

To Be Determined

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Project Coordinator	\$65/hour

Init.

Accountant	\$65/hour
Project Engineer	\$80/hour
Project Manager	\$130/hour
Preconstruction Manager	\$135/hour
Project Executive	\$150/hour
Superintendent	\$115/hour
General Superintendent/Safety Director	\$135/hour

§ 11.6 Compensation for Reimbursable Expenses

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

- .1 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 Professional photography, and presentation materials requested by the Owner;
- .8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager'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 Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus Three and a Half Percent percent (3.5 %) of the expenses incurred.

§ 11.7 Construction Manager's Insurance. If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.

(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)

The Contractor shall secure and maintain throughout the duration of this contract, insurance of such types and not less than the amounts specified herein. The Contracting Authority, **POLK COUNTY, IOWA**, shall be named as an "Additional Insured," using the following language: **"Polk Count, Iowa, its elected and appointed officials, employees, agents, their predecessors, successors and assigns."**

Insurance coverage will be considered acceptable when provided in one of the following methods:

The Contractor shall furnish Polk County with a proper Certificate of Insurance (COI) or affidavits executed by representatives of duly qualified insurance companies, doing business in Iowa for approval by Polk County.

The Certificate shall identify the following: the insurance company firm name and address; the contractor firm name and address; insurance policy(s) number(s); policy period; type of policy and coverage; limits of coverage; description of operations covered; certificate holder/"Additional Insured"; and cancellation clause.

All certificates submitted for the purpose of complying with these specifications shall identify as the "Named Insured" the Contractor; and Polk County, Iowa, its elected and appointed officials, employees, agents and assigns, as "Additional Insureds."

This requirement shall apply with equal force, whether the work is performed by (1) persons employed directly by the Contractor, (2) by a subcontractor, or (3) by an independent contractor.

Init.

Regardless of such approval by Polk County, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times, and failure to do so shall not relieve the Contractor of any contractual obligation or responsibility. Failure on the part of the Contractor to maintain this insurance in full effect will be treated as such by Polk County. Failure on the part of the Contractor to comply with the requirements of this article will be considered sufficient cause to suspend the work, withhold payment(s), and/or be disqualified from receiving further contract awards.

Insurance policies filed with Polk County shall state that thirty (30) calendar days **prior written notice** shall be given to Polk County, Iowa **before** any policy covered thereby is changed or canceled.

Evidence of insurance coverage as identified and stipulated by these specifications shall be approved by Polk County prior to any work being performed by the Contractor, subcontractor(s), or agents of the Contractor.

TYPES OF INSURANCE

- A. Workers' Compensation and Employers' Liability.** This insurance shall protect the Contractor against all claims under Iowa Workers' Compensation Law. The Contractor shall also be protected against claims for injury, disease, or death, or employees which for any reason, may not fall within the provisions of the Workers' Compensation Law. The insurance requirements shall not be less than the following:

1. Workers' Compensation – Statutory
2. Employers' Liability
 - a. \$500,000 Per Accident
 - b. \$500,000 Disease, Policy Limit
 - c. \$500,000 Disease, Each Employee

- B. Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Contracting Authority against all claims arising from injuries to any person or damage to property of others arising out of any negligence of the Contractor.

The Contractor shall provide and maintain insurance coverage to protect the Contracting Authority against any and all claims for damages for personal injury, including accidental death, as well as from claims under this contract, whether such operations be performed by the Contractor or any subcontractors, or by one directly or indirectly employed by the Contractor or any subcontractors.

The liability limits shall not be less than the following:

General Aggregate	\$ 2,000,000
Products-Completed Operations Aggregate	2,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (Any one Fire)	100,000
Medical Expenses (Any One Person)	5,000

- C. Professional Liability (Errors & Omissions).** Contractor will maintain, at its expense: Professional Liability Insurance in the amount of **\$2,000,000** including coverage for errors and omissions caused by Contractor's negligence in the performance of its duties under this agreement. **(WHEN APPLICABLE)**

- D. Automobile Liability.** This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for the operation of motor vehicles, whether they are owned, non-owned, or hired, by or on behalf of the Contractor.

The liability limits shall not be less than the following:

\$1,000,000 Combined Single Limit per accident

- E. Excess Liability Umbrella.** The Contractor shall procure and maintain, during the life of this contract **\$5,000,000 Excess Liability Coverage (Umbrella)**. This coverage is over and above the underlying coverage of \$1,000,000/\$2,000,000 the General Liability and Automobile & Employers Liability.
- F. Builder's Risk Insurance.** Coverage must be equal to 100 percent replacement cost of all proposed construction
- G. Subcontractors.** The contractor shall require that any of its agents and / or subcontractors, who perform work and/or services pursuant to the provisions of this contract, meet the same insurance requirements as are required of the prime contractor.
- H. Performance Bond.** A bond for the faithful and timely completion of the entire proposal must be provided with a limit of 100 percent of the contract sum
- I. Liquor Liability.** Comprehensive liquor liability coverage shall be purchased with limits **not less than \$1,000,000. This coverage is mandatory only when the contractor/vendor will be serving alcohol of any kind for consumption.**

MISCELLANEOUS.

- A. Cost of Insurance.** Polk County shall make no direct payments to the Contractor for any costs associated with securing, maintaining, and/or providing the insurance coverage required by the Contract Department. All costs of such coverage shall be included in the prices bid and no additional payments for such costs shall be made.
- B. Personal Liability of Public Officials.** In carrying out any of the provisions of the contract, or in exercising any power or authority granted to any agent or representative of Polk County thereby, there shall be no liability upon such agent or representative, including the engineer or authorized assistants, either personally or as an official of Polk County, it being understood that in such matters they act as the agent and representative of Polk County.
- C. Non-Waiver of Legal Rights.** Polk County shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment thereof, from showing the true amount and character of the work performed and the materials furnished by the Contractor, or from showing that such measurement, estimate, or certificate is untrue or incorrectly made or that the work or materials do not in fact conform to the contract.

Polk County shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and Surety such damages as it may sustain by reason of failure to comply with the terms of the contract. Neither the acceptance by Polk County, nor any representative(s), nor payment for acceptance of the whole or any part of the work, nor any extent of time, nor any possession taken place by Polk County shall operate as a waiver of any portion of the contract, or any powers herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other subsequent breach.

- D. Litigation for Claims and Save Harmless Clause.** The Contractor shall indemnify, defend and hold harmless Polk County, Iowa, its elected and appointed officials, employees, agents, their predecessors, successors and assigns from any and all claims, disputes, demands, damages, actions, judgements, liability, loss, cost and expense, including reasonable legal and accounting fees, by reason or result of personal injury, including death, damage to person or property, including loss of

use thereof and economic damages of arising out of any Contractor's act, errors, omissions, negligence, default, mismanagement in safeguarding or performing the work, or through use of unacceptable materials in constructing the work in connection with Contractor's performance of the terms, obligations or duties imposed pursuant to the underlying Agreement or by law. .

THE CONTRACTOR IS REQUIRED TO BE IN ACCORDANCE WITH ALL O.S.H.A. SAFETY GUIDELINES AND REGULATIONS AT ALL TIMES DURING THE CONTRACT PERIOD.

**POLK COUNTY GOVERNMENT
CERTIFICATE OF INSURANCE**

REQUIREMENTS.

Certificates of Insurance (COI) are required on every contract to show proof of adequate insurance. A Certificate shall be submitted with each set of contract documents to the Risk Manager for review. Contract documents will not be submitted to the Board of Supervisors for execution until the Certificate of Insurance is correct and has received staff approval. The Certificate(s) must specifically identify the project (No yearly or all – project certificates will be accepted), and name **Polk County, Iowa,, its elected and appointed officials, employees, agents, predecessors, successors and assigns**, as "Additional Insured."

The following statements are requirements and should aid in the preparation of an acceptable certificate.

1. The name of the producer with complete address, zip code, and telephone number.
2. The name of the Insured with complete address, zip code, and telephone number.
3. The issue date must be complete.
4. The name of the Insurer (insurance companies) affording coverage must be named and approved by the Insurance Commission of the State of Iowa. The Company letters (4a) must be placed along the corresponding insurance coverages (4b).
5. All Certificates shall state that XCU Coverage is included. (If applicable)
The limits listed below are minimum acceptable limits. The Insurance Agent should review the Contract Special Provisions for each project, and verify with **POLK COUNTY RISK MANAGEMENT** that the insurance requirements have not been changed, as limits may vary from project to project.
6. General Liability:

General Aggregate		\$2,000,000
Product Completed Operations Aggregate		\$2,000,000
Personal & Advertising Injury		\$1,000,000
Each Occurrence		\$1,000,000
Fire Damage (Any one fire)	\$	100,000
Medical Expense (Any one person)		\$5,000
7. Professional Liability (When Applicable) \$2,000,000
8. Automobile Liability: \$1,000,000
Each Accident Combined Single Limit
9. Workers' Compensation:

Statutory Benefits		
Employers' Liability (Coverage B)		\$500,000
10. Excess Liability Umbrella \$5,000,000

11. **Builder's Risk Insurance**
 - a. Equal to 100 percent of replacement cost of all construction
12. **Performance Bond**
 - a. For the faithful and timely completion of the entire proposal with a limit of 100 percent of the contract sum
13. **Liquor liability** **\$1,000,000**
 - a. **Mandatory for contractors/vendors who serve alcohol**
14. Policy numbers for all policies must be included
15. Policy effective dates for all policies must be included
17. Policy expiration dates must be included.
18. Description of Operations: The Project Name and Work Order Number must be shown. All contracts require "Polk County, Iowa, its elected and appointed officials, employees, agents, predecessors, successors and assigns" to be additionally insured.
19. **Polk County, Iowa** must clearly and explicitly be shown as the Certificate Holder.
20. The Cancellation Clause must read exactly as follows:

"Should any of the above described policies be canceled before the expiration date thereof, the issuing company shall mail thirty (30) days prior written notice to the certificate holder(s) named on the Certificate to the left."
21. All certificates of insurance must be signed by an authorized representative.
22. In order to preserve the governmental immunities available as defenses to contractor (or Licensor) and its officials and employees, any insurance policy must contain the following endorsement language:

Non-Waiver of Governmental Immunity: We, the insurance carrier and insured, expressly agree and state that the purchase of this policy and the naming of Polk County, Iowa as an additional insured shall not waive any of the defenses of governmental immunity available to Polk County its elected and appointed officials, employees, agents, their predecessors and successors and assigns, pursuant to Section 670.4 of the Code of Iowa, as it now exists and as it may be amended from time to time.

Non-Denial of Coverage: We, the insurance carrier and insured, shall not deny coverage under this policy and we shall not deny any of the rights and benefits accruing to Polk County, Iowa shown in the schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by Polk County, Iowa.

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

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

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager'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 Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

2.00 % Two Percent more than the current prime rate, accrued on a monthly basis.

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 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.)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

N/A

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this agreement.)

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER (Signature)

(Printed name and title)



CONSTRUCTION MANAGER (Signature)

Tony Garcia

(Printed name and title)

Vice President

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AIA[®] Document B132™ – 2019

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

AGREEMENT made as of the Eleventh day of November 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)

Polk County Conservation
12130 NW 128th Street
Granger, IA 50109
Telephone Number: 515.323.5322

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

Shive-Hattery, Inc.
4125 Westown Parkway, Suite 100
West Des Moines, IA 50266
Telephone Number: 515.223.8104
Project Number: 4215430

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

Polk County Conservation - Easter Lake North Shore Improvements
2830 Easter Lake Drive
Des Moines, IA 50320

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

Hansen Company
5665 Greendale Road, Suite A
Johnston, IA 50131
Telephone Number: 515.270.1117

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

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- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
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- 11 COMPENSATION
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- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

(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.)

Polk County Conservation seeks to improve the beach and north shore area of Easter Lake. The project has two overarching goals in addition to Polk County Conservation's mission to provide the citizens of Polk County with quality outdoor recreation, conservation education, and long-term protection of Polk County's natural heritage. The first is to develop the most inclusive, diverse, equitable, and universally designed outdoor recreation space in the country. The second is to capture and treat stormwater to improve water quality before entering the lake. The program for the project will be developed as part of this contract and shall include outputs gained from the focus group lead by the Harkin Institute and BNIM Architects. The project includes pre-engineered metal building outfitted to house Des Moines Rowing as a tenant, a permanent on-lake boat storage building to house a pontoon boat and a rental space/restroom/storage/concession building assumed to be a catalog building with custom basement, floor, and retaining walls. The site will boast a variety of shade shelters, walkways, nature playscape, water access, and all with a focus on providing universal access and inclusivity wherever possible and practicable.

§ 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.)

The project is located on the north side of the lake near the area of the existing beach. See the attached exhibit A illustrating the extents of the project area. The project area is within the boundaries of Easter Lake Park owned and

managed by Polk County Conservation. Topographic survey will be provided by Owner. No traffic or utilities studies will be provided. Mapping for private utilities and points of connections to public utilities will be provided by Owner. Procurement of geotechnical services will be provided by Owner. Coordination of geotechnical services will be provided as part of this contract.

§ 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.)

Opinion of probable construction cost is \$5,000,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Programming: December 1, 2021
Schematic Design: January 14, 2022
Design Development: March 25, 2022
Construction Documents: June 24, 2022

.2 Construction commencement date:

September 6, 2022

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

The project will be competitively bid with up to five (5) negotiated or direct procurement packages. Assume multiple prime contractors.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

The Owner requires fast-tracking of abutment design for installation of an adaptive boat launch in advance of a summer 2022 rowing competition. Other fast-tracked items may include the procurement of a pre-engineered metal building, restrooms/concession building, shelters, specialty site furnishings, and other items that may have long-lead times due to supply chain and shipping delays. This contract assumes up to three (3) fast-tracked design elements and up to two (2) bid packages.

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Stormwater run-off for the project area shall be treated in some manner to improve water quality before entering the lake.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019

is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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

Richard Leopold, Director
12130 NW 128th Street
Granger, IA 50109
Telephone Number: 515.323.5322
Email Address: rich.leopold@polkcountyiowa.org

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

To be determined.

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

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

The Owner shall retain a Construction Manager not later than December 1, 2021

.2 Land Surveyor:

Shive-Hattery, Inc.

.3 Geotechnical Engineer:

Not yet identified.

.4 Civil Engineer:

Shive-Hattery, Inc.

.5 Other consultants and Contractors:

(List any other consultants and Contractors retained by the Owner.)

Hansen Company, Construction Manager
Cost Consultant by Construction Manager
Geotechnical Services

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

Emily Naylor, Project Manager
4125 Westown Parkway, Suite 100
West Des Moines, IA 50266

Telephone Number: 515.223.8104
Mobile: 515.778.3042
Email Address: enaylor@shive-hattery.com

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

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Shive-Hattery, Inc.

.2 Mechanical Engineer:

Shive-Hattery, Inc.

.3 Electrical Engineer:

Shive-Hattery, Inc.

§ 1.1.12.2 Consultants retained under Supplemental Services:

Ray Petty, Great Plain Chapter ADA - Technical Assistance/Capacity Building Coordinator
The Harkin Institute
BNIM Architects

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

n/a

§ 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. The parties will use AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 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.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

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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.

2.2.1 Nothing in this Agreement is intended to create, nor it be construed to create, a fiduciary duty owed by either party to the other party.

2.2.2 The Owner recognizes and expects that certain change orders may be required to be issued as a result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in the Architect's drawings, specifications, and other design, bidding, or construction documentation furnished by the Architect or in other professional services performed or furnished by the Architect under this Agreement (herein after this article 2.2.2 referred to as Architect's Documentation). If a required item or component of the Project is omitted from the Architect's Documentation, the Owner is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original Architect Documentation. In no event will the Architect be responsible for costs or expenses that provides betterment or upgrades or enhances the value of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

§ 2.6 The Architect shall maintain the following insurance 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.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2000000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 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 (\$ 1000000.00) 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.

§ 2.6.3 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 2.6.1 and 2.6.2, 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.

§ 2.6.4 Workers' Compensation at statutory limits.

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§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1000000.00) each accident, One Million Dollars and Zero Cents (\$ 1000000.00) each employee, and One Million Dollars and Zero Cents (\$ 1000000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars and Zero Cents (\$ 5000000.00) per claim and Ten Million Dollars and Zero Cents (\$ 10000000.00) in the aggregate.

§ 2.6.7 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.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

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, the Construction Manager, and the Owner's other 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, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager'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 submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

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

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, 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.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager 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 Construction Manager, 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, and 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 Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager 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, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and 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 with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

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

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

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 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 Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural,

structural, mechanical and electrical systems, and 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 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

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

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and 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, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager 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 agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

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

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining 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 and Construction Manager 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 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.

§ 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 and Construction Manager 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, consult with the Construction Manager, and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, 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 and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. 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 Contractors' 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 Construction Manager, or acts or omissions of the Contractors 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 initial 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 and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, 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 and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, 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 Contractors, 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 the Construction Manager, Owner, or Contractors through the Construction Manager. 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 the Owner and Contractors, 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 Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

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

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are 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.

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

§ 3.6.3.4 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 Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness 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 Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be 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 Contractors' responsibilities. 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 Contractors 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 Contractors' design professionals, provided the submittals bear such professionals' 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 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. 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 transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 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. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and

- 4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating 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 and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors 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 each of the Contractors, 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 Contractors, through the Construction Manager: (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 Contractors 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 and Construction Manager to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below 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 the table below 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 Assistance with selection of Construction Manager	Architect
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple preliminary designs	Not Provided
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Owner/Construction Manager
§ 4.1.1.14 On-site project representation	Not Provided

§ 4.1.1.15	Conformed documents for construction	Not Provided
§ 4.1.1.16	As-designed record drawings	Not Provided
§ 4.1.1.17	As-constructed record drawings	Not Provided
§ 4.1.1.18	Post-occupancy evaluation	Not Provided
§ 4.1.1.19	Facility support services	Not Provided
§ 4.1.1.20	Tenant-related services	Not Provided
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.22	Telecommunications/data design	Not Provided
§ 4.1.1.23	Security evaluation and planning	Not Provided
§ 4.1.1.24	Commissioning	Architect
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Architect
§ 4.1.1.26	Historic preservation	Not Provided
§ 4.1.1.27	Furniture, furnishings, and equipment design	Architect
§ 4.1.1.28	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29	Other Supplemental Services	Architect
4.1.1.30	Resilient Design including areas of resistance, reliability, and redundancy (i.e. flood protection, storm/tornado shelter, emergency generators, utility back up, etc.).	Not Provided
4.1.1.31	Supplemental Services preparing extensive alternate designs.	Not Provided

§ 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 exhibit B - Supplemental Services

§ 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.)

n/a

§ 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 E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, 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 recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or

- budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 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;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of entities providing bids or proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 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 Project submittal schedule approved by the Architect;
- .2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors 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 Contractors' 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, Construction Manager or Contractors 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 Contractors
- .2 Twenty (20) visits to the site by the Architect or Engineer during construction
- .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
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 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 anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 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.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

§ 5.3 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 and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

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

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 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.

§ 5.6 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.

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

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.9 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.

§ 5.10 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.

§ 5.11 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.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications 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 Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

§ 5.16 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 the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work 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 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's

inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, with additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service 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 reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, 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. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising

from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 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 A232-2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify, defend and hold harmless Polk County, IA, its board of supervisors, elected and appointed officials, officers, directors, employees, agents, their predecessors, successors and assigns from and against any and all claims, disputes, demands, liabilities, damages, losses, costs, expenses, including without limitation reasonable legal and accounting fees, that may be asserted, claimed against or recovered from County by reason of any personal injury, bodily injury including death, or damages claimed or sustained by any person(s) or property, including loss of use thereof, and economic damages arising out of or are in any way connected in any way with terms of this Agreement, including but not limited to Provider's act, omission, negligence, default or mismanagement of Architect, its employees, agents or subconsultants in the performance of any of County's duties imposed by this Agreement, or by law.

§ 8.1.4 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.

8.1.5 In recognition of the relative risks and benefits of the Project to both the Owner and Architect, this risks have been allocated such that the Owner agrees, to the fullest extent of the law, to limit the liability of the Architect, including its officers, directors, shareholders, employees, agents, its subconsultants, affiliated companies, and any of them, to the Owner and any person or entity claiming by or through the Owner, for any and all claims, damages, liabilities, losses or costs including reasonable attorney's fees and defense costs, or cost of any nature whatsoever, or the compensation received by the Architect under the agreement or fifty thousand dollars (\$50,000), whichever is greater. It is intended that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including negligence for professional acts, errors or omissions, strict liability, breach of contract, expressed or implied warranty, expressed indemnity, implied contractual indemnity, equitable indemnity and all other claims, unless otherwise prohibited by law. Excepting for the limitation of liability above, the Owner waives any claim or cause of action against Architect and above included parties arising from or in connection with the performance of services for the Project or this Agreement.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation 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 shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 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.

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

§ 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.

9.1.1 If the Architect becomes aware of hazardous materials or toxic substances in any form at the Project site or adjacent areas that may affect the performance of the Architect's services, the Architect shall promptly send a written communication to the Owner describing the hazardous materials or toxic substances. The Architect may, at its sole option, and without liability for damage or delays, immediately suspend performance of services until the Project site or adjacent areas have been remediated and in compliance with applicable laws and regulations. The Owner is responsible for analysis and remediation of the Project site.

§ 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 if 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.

§ 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 Termination Fee:

Termination expenses include expenses reasonably incurred by the Architect in connection with the Termination, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting in termination. In addition, the Owner shall pay the Architect fifteen percent (15%) of the fee on any remaining unperformed services for lost overhead and profit.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

If the Owner intends to continue using any of the Architect's Instruments of Service, the Owner shall pay the Architect fifteen percent (15%) of the total amount of Compensation from section 11.1.

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 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, and 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.

§ 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)

Base Services: \$330,000

Supplemental Services: \$321,000

Total Stipulated Sum: \$651,000

.2 Percentage Basis

(Insert percentage value)

n/a

.3 Other

(Describe the method of compensation)

n/a

§ 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.)

These supplemental services will be provided for the following stipulated sums:

Assistance with selection of a Construction Manager: \$500

Programming: \$12,200

Building Information Model Management Responsibilities: \$3,000
 Site Evaluation and Planning, Civil Engineering, Landscape Architecture: \$144,500
 Architectural Interior Design: \$12,000
 Coordination with Owner's Subconsultants: \$17,200
 Sustainable Project Services: \$7,200
 Furniture, Furnishings, and Equipment: \$15,000
 OTHER:
 Inclusivity Engagement Services \$24,400
 Master Plan Rendering Updates: \$4,000
 Environmental Graphic Concept Development of Donor & Wayfinding Signage: \$4,500
 SWPPP/NPDES Permit: \$5,000
 Boat Launch Abutment Interim and Final Design: \$6,500
 City of Des Moines Approval Processes:
 Site Plan Submittal Process: \$5,000
 Traffic Impact Study: \$2,500
 Rezoning Coordination: \$3,500
 Zoning Board of Adjustment: \$3,500
 Commissioning: \$9,500
 Consultants: \$16,000
 Owner Contingency: \$25,000
 TOTAL SUPPLEMENTAL SERVICES: \$321,000

(Paragraph Deleted)

§ 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:

(Paragraph Deleted)

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

Architect's Standard Hourly Fee Schedule in effect at the time that the services are performed.

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

(Paragraph Deleted)

§ 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	)
Design Development Phase	Twenty	percent (	20	)
Construction Documents Phase	Thirty-five	percent (	35	)
Procurement Phase	Five	percent (	5	)
Construction Phase	Twenty	percent (	20	)
Total Basic Compensation	one hundred	percent (	100	)

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

§ 11.6 When compensation 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.)

See attached Architect's Standard Hourly Fee Schedule

(Table Deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 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 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 ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 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 2.6, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

Init.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero dollars (\$ 0) 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.)

1.5 % monthly compounded or the maximum interest rate allowed by law, whichever is lesser.

§ 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.

§ 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.)

Architect is an equal employment opportunity employer and will not discriminate against any employee or applicant for employee because of race, creed, color, religion, sex, marital status, national origin, age (18 or older), ancestry, gender identity, sexual orientation, veteran, status, physical or mental handicap, unless related to performance of the job with or without accommodation.

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 B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

(Paragraph Deleted)

.2 Exhibits:

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

- ☐ AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 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.)

Init.

Exhibit A - Project Area Extents
Exhibit B - Supplemental Services Document

.3 Other documents:

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

Architect's Standard Hourly Fee Schedule in effect at the time of this Agreement's execution.
Updated yearly rates are available upon request.

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

OWNER (Signature)

(Printed name and title)

Emily C. Naylor

ARCHITECT (Signature)

Emily Naylor, Project Manager

(Printed name, title, and license number, if applicable)

EXHIBIT A

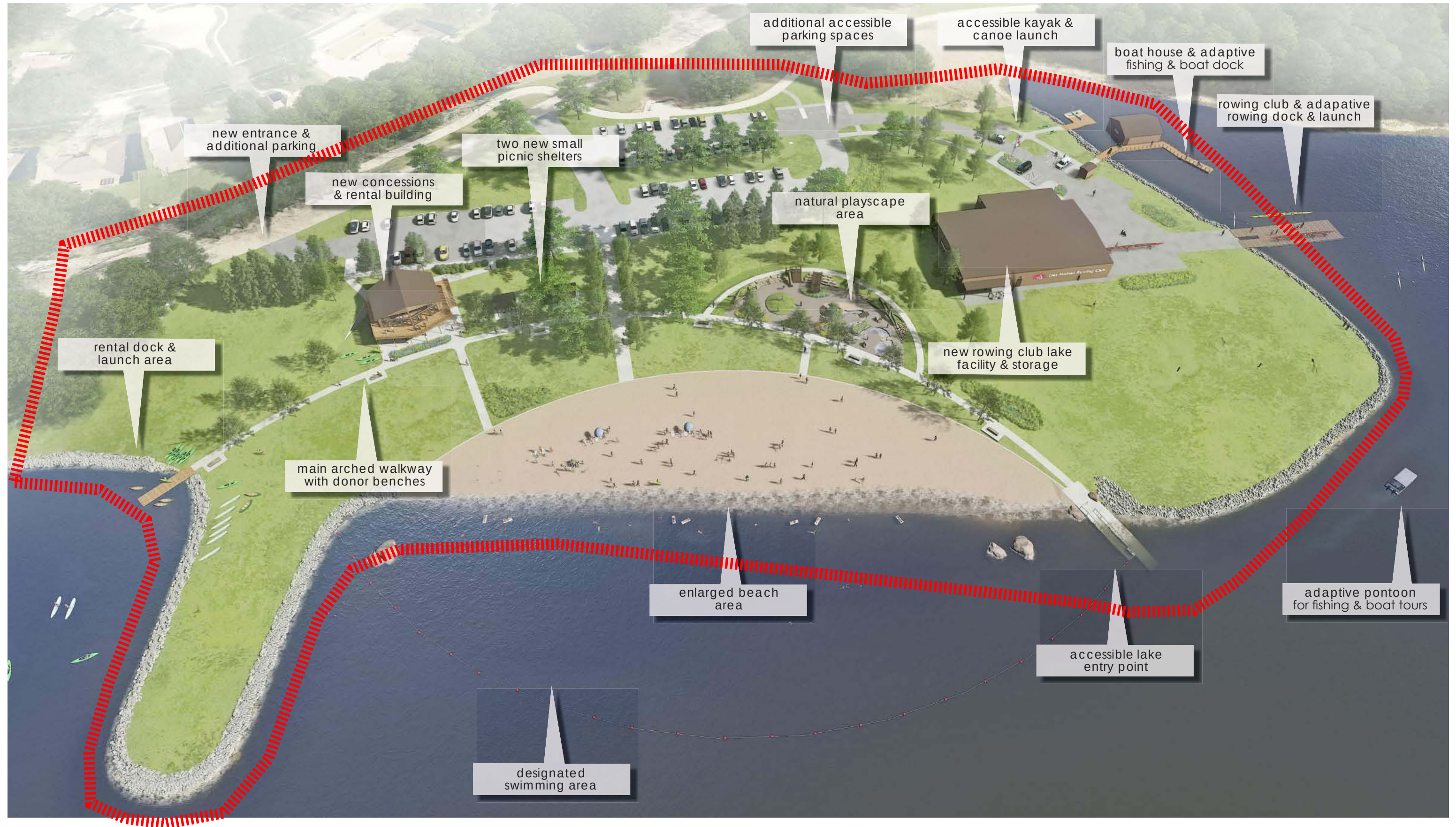


EXHIBIT B

- A.** Assistance with selection of Construction Manager – Assist the owner with procuring a construction manager and establishing project expectations.
- B.** Programming: Review, modify and confirm the program for the entire project. Meet with staff, stakeholders, user groups, maintenance personnel, etc. to finalize the goal and guiding principles for the project. Identify any incongruities in master planned concepts and needs identified through programming exercises. This process will include the integration of inclusive and universal design elements.
- C.** Building Information Model management responsibilities
- D.** Site Evaluation and Planning – See Civil Engineering and Landscape Architecture
- E.** Civil Engineering & Landscape Architecture:
 - 1. Site Plan Submittal Process – City of Des Moines
 - a. Site Plan Approvals will be provided for the as illustrated by Exhibit 'A'.
 - b. Verify City site plan and zoning requirements.
 - c. Attend a pre-application meeting with the City of Des Moines and the Owner to review development requirements.
 - d. Prepare storm water calculations and design of storm sewer improvements including design of storm water detention facilities.
 - e. Provide intermediate prints of the drawings to Owner for review.
 - f. Prepare documents grading permit.
 - g. Prepare plans for Site Plan approval including:
 - 1) Site Plan showing proposed improvements.
 - 2) Grading Plan showing proposed contours.
 - 3) Utility Plan including storm sewer and building service lines.
 - 4) Landscape Plan.
 - h. City of Des Moines Site Plan submittal fee will be included in our proposed reimbursable expenses.
 - 2. Schematic Design Documents
 - a. Meet with the Owner to review the preferred site concept as illustrated on Exhibit 'A'.
 - b. Make two (2) refinement to the concept and electronically submit to the Owner for approval.
 - c. Deliverables- Upon Owner approval, develop Schematic Design documents which will include:
 - 1) Site Layout Plan illustrating proposed physical features such as paving, walks, and building location.
 - 2) Grading Plan illustrating 1' contour intervals to communicate general grading concept. Spot elevations will not be provided at this milestone.
 - 3) Utility Plan illustrating general layout of major site utilities to include; water, electrical, sanitary sewer, gas, communications, and storm sewer lines. Pipe size, pipe materials and structure locations and types may not be provided at this milestone.
 - 4) Landscaping Plan illustrating proposed location of deciduous and evergreen trees, masses of shrubs, perennials and ornamental grasses. In lieu of labeling plant material, an illustrative graphic illustrating the recommended plant materials will be provided.
 - 5) Sustainable measures will be indicated on the Site Layout Plan or Landscape Plan.
 - 6) Construction details and draft technical specification sections related to the work will not be provided at this milestone.
 - 7) Schematic Design-level opinion of probable construction costs will be completed to compare with construction manager's cost opinion.



3. Design Development Documents
 - a. Meet with the Owner to review the Schematic Design documents and cost opinions. Work with the owner to decide on modifications to the plans to keep the project on budget.
 - b. Deliverables- Upon Owner approval of the Schematic Design documents, we will develop Design Development documents which will include refined versions of the same deliverables as noted for Schematic Design with the following additions:
 - 1) Construction details representing the improvements.
 - 2) Draft of technical specification sections related to the work associated with the site work.
 - 3) Design development-level opinion of probable construction costs will be completed to compare with construction manager's cost opinion
4. Construction Documents
 - a. Meet with the Owner to review the Design Development documents for the site and cost opinions.
 - b. Deliverables- Upon Owner approval of the Design Development documents, we will develop Construction Documents which will include refined versions of the same deliverables as noted for Design Development with the following additions and modifications:
 - 1) Grading Plan illustrating 1' contour intervals to communicate proposed grading concept of proposed improvements including spot elevation labels. Include or provide a separate ADA accessibility Plan indicating all critical routes.
 - 2) Utility Plan illustrating layout of major site utilities to include; water, sanitary, and storm sewer, including design information for areas of storm water detention as required. Pipe size, pipe materials and structure locations and types will be provided. Any additional design information pertaining to gas, electric, and communication will be shown on the plans as provided by Others.
 - 3) Landscaping Plan illustrating proposed location of all plant materials with labels and quantities. Plan will include a plant schedule with plant material and container sizes. Plan notes will reflect Owner expectations for maintenance items such as mulch types, weed barriers.
 - 4) Construction details representing the improvements.
 - 5) Erosion Control Plan identifying Best Management Practices (BMP's) that can be utilized throughout construction and updated by Contractor.
 - 6) Full technical specifications related to the work associated with the site work.
 - 7) Site lighting design and photometrics are not included in our current scope of services. We will coordinate proposed light pole locations with the site lighting designer and depict final pole locations on the site plan.
 - 8) No Opinion of Probable Construction Costs will be completed.
- F. Architectural Interior Design Services to design and specify materials, colors and accommodations relative to the universal design goals of the project.
- G. Coordination of Owner's Subconsultants: Coordinate Owner procurement of Geotechnical, ADA accessibility subconsultant for programming and milestone review.
- H. Sustainable Project Services shall be provided to ensure the project goal of all feasible stormwater is treated for water quality before reentering the lake.
- I. Furniture, Furnishings and Equipment Design shall be provided.

J. Other Supplemental Services:

1. Inclusivity Design Process: Polk County Conservation (PCC) seeks to develop the north shore of Easter Lake with an inclusive approach and emphasis on universal design. This process will be led by the Harkin Institute and BNIM Architects (HI/BNIM). Shive-Hattery (S-H) shall provide a supporting role in all activities. The goal of this process is to uncover opportunities to provide a more universally conceived master plan. The primary outcome of this effort shall be the modification of the master plan.
 - a. Kick-off and Coordination Meetings:
 - 1) Participate in a kick-off meeting and multiple coordination meeting with PCC and HI/BNIM.
 - b. Defining User Groups
 - 1) HI/BNIM to lead the definition of user groups.
 - c. Communication Plan
 - 1) PCC shall serve as the primary communicator except when groups are previously established with HI/BNIM.
 - 2) Shive-Hattery will provide survey/input-gathering tools.
 - d. Focus Groups:
 - 1) PCC shall develop a signup tool to allow interested parties to sign up for one in-person or three virtual focus group sessions.
 - e. General Input Survey
 - 1) Following the focus group, S-H to develop a survey to solicit input from a wide variety of user-groups. Primary areas of focus shall be:
 - i. Expanding ethnic diversity
 - ii. Removing physical barrier and providing universal access
 - iii. Improving equity
 - f. Owner/Consultant Report-Out
 - 1) HI/BNIM, PCC and Shive-Hattery shall convene to review input and summarize to direct refinements to the conceptual master plan.
 - g. Conceptual Master Plan Revisions (S-H)
 - 1) Refine the conceptual master plan and coordinate with the construction manager to update the opinion of probable cost.
 - 2) Develop a program guidance narrative and guiding principles for the project to refer to during the design refinement and documentation phases.
 - 3) Develop a summary document capturing the process and outcome.
 - h. Deliverable shall include:
 - 1) Revised master plan
 - 2) Guiding principles
 - 3) Comprehensive matrix of considerations and suggested mitigations opportunities
 - 4) Record of process and draft presentation for use at future conferences and award submittals.
2. Master Plan Rendering Updates: This effort includes the renderings of the accessible and adaptive pontoon boat and updates to the project plans and graphics based on the outcome of the programming exercises.
3. Environmental Graphic Design: Development of signage concepts for donors and wayfinding signage.
4. Stormwater Pollution Prevention Plan (SWPPP)/ NPDES Permit
 - a. Prepare and provide an Iowa Department of Natural Resources (DNR) required Storm Water Pollution Prevention Plan (SWPPP) for the site improvements and any grading required to by the SWPPP or to protect the lake to be provided to the contractor prior to construction to be utilized and maintained by the contractor throughout construction.

- b. Submit an NPDES General Permit #2 Notice of Intent (NOI) document to the Iowa DNR. Submission of the Notice of Intent (NOI) to include obtaining proof of publication from one (1) local newspapers. We will include a three (3) year DNR permit fee and one (1) public notice fee in our proposed reimbursable expenses.
5. Rowing Boat Dock/Launch Abutment: Coordination with dock manufacturers for design of an abutment. Installation shall occur in spring of 2022 in advance of a summer event.
6. City of Des Moines Processes:
 - a. Site Plan Submittal and Building Review
 - b. Traffic Impact Analysis
 - c. Rezoning from "F" district to "P2" to allow for a warehouse/workshop building type and general building type.
 - a. Shive-Hattery will provide the required preparation of a legal description to accompany the rezoning application
 - d. Zoning Board of Adjustment - Seek Conditional Use approvals for improvements made in the non-rezoned portions of the "F" District for things such as ramps and docks. All related Conditional Uses may be considered through the same application and process
7. Rowing Boat Dock/Launch: Coordination with dock manufacturers for design of an abutment. Installation shall occur in spring of 2022 in advance of a summer event.
 - a. Provide structural and civil engineering to design the abutment and attachment details for an adaptive boat launch/dock.
8. Construction Staking: Provide construction staking during construction of the buildings and amenities.
9. Commissioning of building mechanical and electrical systems in compliance with current energy code requirements.
10. Consultants:
 - a. Harkin/BNIM Focus Group and Accessibility Committee deliverable.
 - b. Contract with BNIM to provide input at provide periodic reviews of the project at various milestones from a universal design perspective.
 - c. Ray Petty, Technical Advisor for Great Plains ADA Chapter will make a trip to meet during the early design phase to advise on all aspects of universal design and outdoor recreation spaces.

STANDARD HOURLY FEE SCHEDULE

Effective January 1, 2021 to December 31, 2021

PROFESSIONAL STAFF:

Grade 1	\$ 92.00
Grade 2	\$111.00
Grade 3	\$124.00
Grade 4	\$138.00
Grade 5	\$153.00
Grade 6	\$166.00
Grade 7	\$180.00
Grade 8	\$198.00
Grade 9	\$215.00

TECHNICAL STAFF:

Grade 1	\$ 64.00
Grade 2	\$ 80.00
Grade 3	\$ 90.00
Grade 4	\$ 97.00
Grade 5	\$110.00
Grade 6	\$125.00
Grade 7	\$141.00

ADMIN STAFF: \$ 63.00

SURVEY STAFF:

One Person	\$140.00
Two Person	\$218.00
One Person with ATV	\$165.00
Two Person with ATV	\$243.00
Drone Surveyor (Video or Photogrammetry)	\$175.00
Drone Surveyor (Thermography)	\$325.00
Drone Processing	\$130.00
Hydrographic Survey Crew (Two Person)	\$284.00
Scanning Surveyor	\$180.00
Surveyor with Two Scanners	\$257.00

REIMBURSABLE EXPENSES:

TRAVEL

Mileage- Car/Truck	\$0.56/ Mile
Mileage- Survey Truck	\$0.66/ Mil
Lodging, Meal	Cost
Airfare	Cost
Car Rental	Cost

IN-HOUSE SERVICES

Prints/Plots:

Bond	\$.30/Sq. F
Mylar	\$.75/Sq. F
Photographs	\$.90/Sq. F
Color Bond	\$.60/Sq. Ft.
Foam Core Mounting	\$ 13.00

OUTSIDE SERVICES

Aerial Photogrammetry	Cost
Professional Services	Cost
Prints/Plots/Photos	Cost
Deliveries	Cost

Color Prints:

Letter Size	\$ 1.00
Legal Size	\$ 2.00



Date

December 8, 2021

Item No. ACTION
Roll Call No. 21-1213
Submitted by: Adam Fendrick
Park Planner

AGENDA HEADING

Approving the proposal from Wright Outdoor Solutions to provide installation and maintenance services for three years in an amount of \$38,700.00 for the Great Western Trail planting for the proposed tunnel at County Line Rd.

INFORMATION:

By Roll Call No. 21-1107, on November 10, 2021 the Polk County Conservation Board approved the Settlement & Release Agreement with the City of West Des Moines for the site restoration of the pedestrian tunnel proposed on the Great Western Trail. As part of that agreement, Conservation will contract out the installation and maintenance of the vegetation for the site restoration.

Three quotes were secured in accordance with the Polk County Procurement Policy for this project. Wright Outdoor Solutions was the responsible low bidder and staff recommends approving their proposal.

FISCAL IMPACT:

Amount: \$38,700.00 Contract Amount

Funding Source: City of West Des Moines

PREVIOUS BOARD ACTION(S):

Date: November 10, 2021

Roll Call Number: 21-1107 (Yea – 5)

Action: Approving a Settlement & Release Agreement between the City of West Des Moines and Polk County Conservation Board for the site restoration of pedestrian underpass proposed on the Great Western Trail.

Date: June 9, 2021

Roll Call Number: 21-0607 (Yea-4, Absent – 1)

Action: Recommending to the Polk County Board of Supervisors to approve a land trade between Polk County Conservation and the City of West Des Moines on land known as the Great Western Trail

RECOMMENDATION:

Approving the proposal from Wright Outdoor Solutions to provide installation and maintenance services for 3-years in an amount of \$38,700.00 for the Great Western Trail planting for the proposed tunnel at County Line Rd. and directing the Board Chair or his designee to sign said agreement.

Landscape Proposal

Scope:

Landscape Planting, Watering, Mowing

Project:

Great Western Trail Tree & Shrub Planting & Maintenance

Polk County, IA

Presented to:

Polk County Conservation



December 1, 2021

To: Polk County Conservation
Attn: Adam Frederick

RE: Request for Bid – Great Western Trail Planting & Maintenance

Dear Adam,

Wright Outdoor Solutions (WOS) is pleased to submit our proposal for planting, watering, maintenance and mowing based on:

Plans:

- Landscape Conceptual Plan (undated)

Specification sections:

- RFQ dated 9/14/21
- Planting per SUDAS Standards

Addenda:

- None Acknowledged

Plans Prepared by:

- Not Specified

Scope of Work:

- Install owner provided trees and shrubs per plant schedule provided by client.
- Furnish and install 6ea – 6’ ht Silver Maple trees.
- Watering bags installed on all trees and shrubs.
- Watering of trees and shrubs on a bi-weekly per schedule provided in the RFQ.
- Bi-monthly mowing (not to exceed 2.5 acres) in accordance to schedule provided in the RFQ.
- Maintain trees and shrubs through November 15, 2024.
- Warranty all trees and shrubs through November 15, 2024.
- Clean up and haul-off all debris generated by scope of work

LUMP SUM BID PRICE.....\$ 38,700.00

Qualifications & Exclusions:

1. Wright outdoor Solutions is to receive site in a finished grade condition free of construction debris.
2. All rough grading and fine grading of improvement area is excluded.
3. Seeding and sodding is excluded.
4. Establishment and warranty of seeded areas is excluded.
5. Spot weed spraying for invasive species is excluded.
6. Installation of deer protection fencing at tree locations is not included.
7. Traffic control is excluded. All traffic and pedestrian control measures are to be set up and maintained by others.
8. All erosion control prevention measures are excluded.
9. The Silver Maple was not available at the time of this bid. A substitution approved by the client shall be allowed should this tree not be available at time of installation. This proposal does include an allowance cost for this item.
10. This proposal is based on standard (non-prevailing) wage labor rates.
11. Performance and payment bonds are excluded.

Landscape Warranty Qualifications:

- Warranty shall commence upon substantial completion of landscape installation.
- 100 percent warranty includes all trees and shrubs installed by WOS.
- Warranty includes all replacement costs.
- **Our Warranty is void if:**
 1. Owner has not notified WOS of unusual or abnormal growth conditions (i.e. no leaves, dropping leaves, bark cracks, insects, ect.) prior to the warranty period expiring.
 2. Plants die due to gross negligence (i.e. physical damage from cars, vandalism and animal damage).
 3. Plants that are damaged or die from acts of nature such as lightning, tornadoes, drought, abnormal frost, ice storms and/or floods, ect.

Upon review of this document, please do not hesitate to contact me for any additional information or clarifications you require.

Sincerely,
WRIGHT OUTDOOR SOLUTIONS

James Altwegg

James Altwegg
(515) 208-6068



Date

December 8, 2021

Item No. ACTION
Roll Call No. 21-1214
Submitted by: Adam Fendrick
Park Planner

AGENDA HEADING

Approving the proposal from IMBA (International Mountain Biking Association) Trail Solutions in the contract amount of \$44,930.00 for Planning/Design Services for the Copper Creek Mountain Bike Park.

INFORMATION:

In March of 2021, Polk County Conservation was awarded the LAWCON grant for Phase I of the Copper Creek Mountain Bike Park. IMBA Trail Solutions proposal will provide Design Services to create plans to develop four miles of single-track trails through the park. An important step included in this proposal is time set aside for stakeholder input meetings. IMBA staff will be meeting with members of CITA (Central Iowa Trail Association) to get their input and feedback on the trail design. Bringing CITA in early to this process will help bring a sense of personal ownership and pride to this project.

The proposal includes professional trail staff to visit the site and flag the trail alignments and document measurements for the proposed features. This proposal only takes the design to a conceptual level. Additional contracts will need to be secured to create final construction documents.

FISCAL IMPACT:

Amount: \$44,930.00 Contract Amount
Funding Source: Reimbursable Expense from 2021 LAWCON Grant (\$200K)

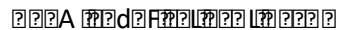
PREVIOUS BOARD ACTION(S):

Date: March 3, 2021
Roll Call Number: 21-0315 (Yea – 5)
Action: Approving Land & Water Conservation Fund grant application and intent to provide \$100,000 (50% matching) funding for the Copper Creek Mountain Bike Park.

Date: December 18, 2020
Roll Call Number: 20-1218 (Yea – 5)
Action: Approving the purchase of 42.28 acres of property from Grinnell State Bank near Northwoods of Copper Creek for \$300,000 plus all closing costs.

RECOMMENDATION:

Approving the proposal from IMBA (International Mountain Biking Association) Trail Solutions in the contract amount of \$44,930.00 for Planning/Design Services for the Copper Creek Mountain Bike Park and directing the Board Chair or his designee to sign said agreement.



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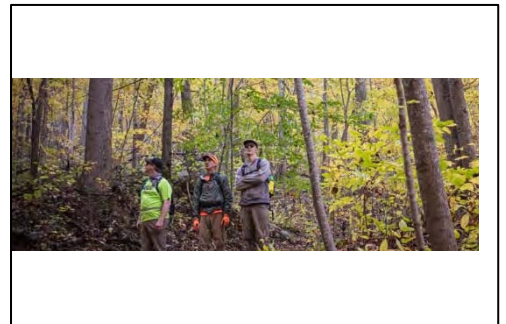
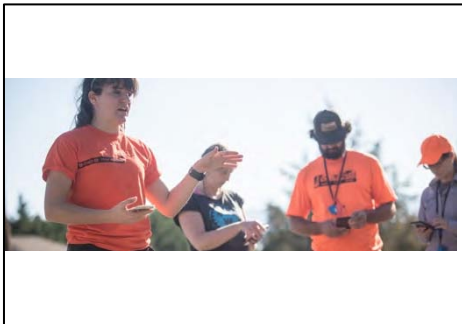
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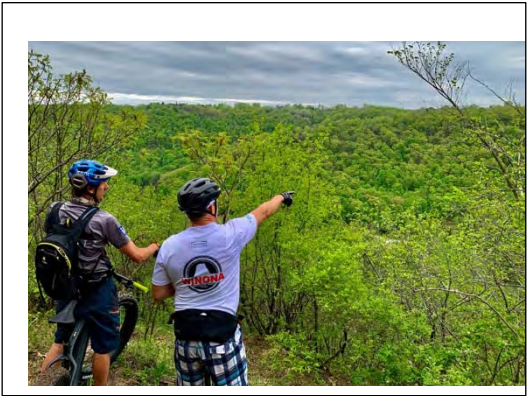
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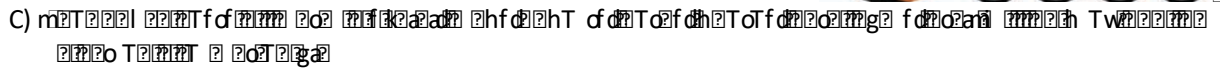


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	Date	December 8, 2021
	Item No. Roll Call No. Submitted by:	ACTION 21-1215 Adam Fendrick Park Planner

AGENDA HEADING

Public Hearing approving plans, specifications, form of contract, engineer's estimate, and designating lowest responsible bidder for the construction of the Trestle-to-Trestle Bridge project to United Contractors Inc. in a contract amount of \$1,921,858.00 plus a 5% contingency and authorizing the Polk County Engineer to digitally sign contract, performance bond, closeout documents, and act as Owner Agent on behalf of Polk County Conservation during construction administration.

INFORMATION:

Polk County Conservation has already contributed just under \$200,000 towards the original bridge removal and engineering design services. These expenses have been submitted to FEMA related to the 2019 disaster declaration and our claim has since been denied. Conservation has put in the 2022 Decision Package requesting \$250,000 from the Board of Supervisors to cover the cost denied by FEMA.

Under the terms and conditions of the 28E Agreement, Polk County Public Works will coordinate the bid letting, construction, and construction management for this project. The funding contribution breakdown is outlined in the Funding Source section of this communication below. This Agreement was approved by the Johnston City Council on Monday, March 1st, by the Polk County Board of Supervisors on Tuesday, March 2nd and approved by the Des Moines City Council on Monday, March 8th.

Since Polk County Public Works will coordinate and lead the construction management of this project we believe it is best to have the Conservation Board authorize the Polk County Engineer to act as Owner Agent and authorize him to sign the contract agreements.

This project was bid through the Iowa DOT competitive bid process where five bids were received on November 16, 2021. Though the project came in over the engineer's estimate of \$1,852,650, we believe we can award the project with the funds available through the 2021 Polk County Land and Water Legacy Bond.

FISCAL IMPACT:

Amount:

\$1,921,858.00	Contract Amount
\$ 96,092.90	5% Contingency
\$2,017,950.90	Not to Exceed

Funding Source:

\$ 400,000	Polk County
\$ 400,000	Des Moines MPO
\$ 200,000	City of Des Moines
\$ 575,000	City of Johnston
\$ 250,000	Polk County Request in 2022 Decision Package
<u>\$ 192,950.90</u>	<u>Polk Co Conserv – 2021 Land & Water Legacy Bond</u>
\$2,017,950.90	Total Project Costs

NOTE: If contingency fund is not exhausted, those funds will return to Polk County Land & Water Legacy Bond account.

PREVIOUS BOARD ACTION(S):

Date: March 10, 2021

Roll Call Number: 21-0310 (5 yea)

Action: Approving 28E Agreement for funding and maintenance of the Trestle-to-Trestle Trail Bridge. - \$200,000 - \$400,000

RECOMMENDATION:

Public Hearing approving plans, specifications, form of contract, engineer's estimate, and designating lowest responsible bidder for the construction of the Trestle-to-Trestle Bridge project to United Contractors Inc. in a contract amount of \$1,921,858.00 plus a 5% contingency and Authorizing the Polk County Engineer to digitally sign contract, performance bond, closeout documents, and act as Owner Agent on behalf of Polk County Conservation during construction administration.

Iowa Department of Transportation
Apparent Bids for Letting of Nov 16, 2021

Letting ID: 21/11/16

Cut-off Time: 10:00:59 AM CST

Proposal: 020--77-C077-234

Counties: POLK

BRIDGE REPLACEMENT - PPCB

Bidder Name	Bid Amount	Comment	DBE
UNITED CONTRACTORS INC. AND SUBSIDIARIES	\$1,921,858.00		6.96%
HERBERGER CONSTRUCTION CO., INC.	\$2,044,253.51		4.40%
JENSEN CONSTRUCTION CO.	\$2,251,264.28		4.04%
GODBERSEN-SMITH CONSTRUCTION CO. & SUBSID.	\$2,258,544.35		4.21%
CRAMER AND ASSOC., INC.	\$2,387,789.00		5.61%

(5 apparent bids)

POLK COUNTY CONSERVATION BOARD
R E S O L U T I O N

MOVED by _____ that the following Resolution be adopted:

WHEREAS, The Trestle-to-Trestle Bridge Replacement project was bid through the Iowa Department of Transportation's bid letting process on November 16, 2021 Proposal 020-77-C077-234; and

WHEREAS, The Polk County Conservation Board held a Public Hearing to award the contract on December 8, 2021 approving plans, specifications, form of contract, engineer's estimate, and designating lowest responsible bidder for the construction of the Trestle-to-Trestle Bridge project to United Contractors Inc. in a contract amount \$1,921,858.00 (Polk County, Iowa); and

WHEREAS, Polk County Conservation authorizes the Polk County Engineer to act as Owner agent on behalf of the Polk County Conservation Board for the Trestle-to-Trestle Bridge project and sign all contracts and agreements associated with this project; and

NOW, THEREFORE BE IT RESOLVED that Polk County Conservation Board has awarded the construction contract of the Trestle-to-Trestle Bridge to United Contractors Inc. and authorized the Polk County Engineer to act as Owner agent on behalf of Polk County Conservation Board and sign all contracts and agreements associated with this project.

Approved this 8th day of December, 2021

POLK COUNTY CONSERVATION BOARD

Ryan Crane, Chair

	Date	December 8, 2021
	Item No. CLOSED SESSION Roll Call No. 21-1216 Submitted by: Adam Fendrick Park Planner	

AGENDA HEADING:

Action from Closed Session discussion of land acquisition opportunities.

INFORMATION:

Polk County Conservation has the opportunity to acquire land with excellent conservation potential at several locations within Polk County. Cost-share opportunities may be available to assist with acquisition and restoration expenses. Nearby PCC landholdings add additional interest to these properties.

FISCAL IMPACT: TBD

PREVIOUS BOARD ACTION(S):

Date:

Roll Call:

Action:

RECOMMEDATION:

Direct staff to proceed on these land acquisition opportunities based on information presented and pursuant to Board discussion.