

**Due to the COVID-19 concerns and social distancing recommendations, a virtual meeting is being offered. Participants wishing to speak on a topic should message the meeting moderator. All participants are asked to mute their individual computers at times when they are not speaking to minimize background noise.*

Join: <https://us02web.zoom.us/j/87950978626?pwd=M3lnTVZnVlpQOXRIUVo4c202R1lqUT09>

**NOTICE OF A REGULAR MEETING
BONDURANT PARKS AND RECREATION BOARD
DECEMBER 2, 2021**

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on December 2, 2021, in the Bondurant City Center, 200 Second Street, Northeast, Bondurant, Polk County, Iowa. Said meeting is open and the public is encouraged to attend.

AGENDA

1. Roll Call
2. Call to Order and Declaring a Quorum
3. Abstentions declared
4. Approval of Minutes
 - a. Park & Rec 21-5
5. Perfecting and Approval of the Agenda
6. Guests requesting to address the Parks Board
 - a. Bondurant Men's Club Representative Jeff Cook to discuss partnering on some Park projects.
7. Action Items
 - a. 2022 Programming
8. Discussion Items -
 - a. Eagle Park Update
 - b. Beggar's Night Date
 - c. Central Park Planning
 - d. BRSC Parking
 - e. City Park Schematic Design Kick-Off Meeting
9. Reports and Comments:
 - a. Event Reports
10. Adjournment



**BUSINESS OF THE PARKS & RECREATION BOARD
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 4.a.
For Meeting of 12/2/2021
Motion

TITLE: Park & Rec 21-5

CONTACT PERSON:

Nicole Van Houten, Communication & Event Specialist

BRIEF HISTORY & ANALYSIS: Attached are minutes from the most recent meeting.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Motion to approve August 19, 2021, Parks and Recreation Board Meeting Minutes.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Parks & Rec 21-5

Bondurant Parks and Recreation Board
Minutes
August 19, 2021

1. Roll Call

Present: Board Chair Dennis Lyman, Council Member Marian Collision, Council Member Tessa Simpson, Council Member Emily Karwoski, Council Member Joe Miller, Council Member Seth Williams

Absent: Board Member Nic Robinson

City Officials Present: City Administrator Marketa Oliver, Communications and Events Coordinator Nicole Van Houten, City Council Members Bob Pepper

2. Call to Order and Declaring a Quorum

Park and Recreation Chair Lyman called the meeting to order at 06:05 PM and declared a quorum.

3. Abstentions declared

Board Member Nic Robinson

4. Perfecting and Approval of the Agenda

Motion by Collision, seconded by Williams, to approve Parks & Rec 21-5 August 19, 2021 agenda. Vote on Motion 6-0. Motion carried.

5. Approval of Minutes

a. Parks & Rec 21-4

Motion by William, seconded by Miller, to amend the start time, then approve Parks & Rec 21-4, June 30, 2021 minutes. Vote on Motion 6-0. Motion carried.

6. Guests requesting to address the Parks Board

a. Bondurant Cemetery Committee Proposal - presented by John Desaulniers Jr.

The mission of the Bondurant City Cemetery Committee is to improve and enhance the physical, communal, historical, and educational value of the Bondurant City Cemetery in cooperation with the City of BONDURANT, individuals, and all appropriate organizations, to make the cemetery a visually and culturally beneficial part of the city of Bondurant for its citizens and visitors. Please see attached Ongoing Strategies,

Status, and Requests.

Motion by Simpson, seconded by Collison, to approve the Cemetery Committee and recommend it to the City Council to be approved. Vote on Motion 6-0. Motion carried.

- b. Wreath Across American Proposal - presented by John Desaulniers Jr. Motion by Karwoski, seconded by Miller, to approve the Bondurant Cemetery involvement in Wreaths Across America, name John Desaulniers Jr as Location Coordinator and recommend it to City Council for approval. There is no cost for the City to participate. Vote on Motion 6-0. Motion carried.

7. Action Items

- b. Recommended adoption of an amended Chapter 151 of the City Code, to allow for placement of trees within the public right-of-way area
Motion by Miller, seconded by Simpson, to approve the amendment to Chapter 151 of the City Code and recommend it to City Council for approval. Vote on Motion 6-0. Motion carried.

8. Discussion Items -

- a. Discussion and action on the Request for Proposals for Planning for Central Park, including Regional Stormwater Retention Facility
Oliver reported that an RFP for planning the Central Park, which will include a Regional Stormwater Retention Facility, will be going to bid soon. Input is needed on the amenities that the community would like at this location to incorporate into the plan.

Central Park Amenities:

- A trail surrounding the water retention pond to accommodate a 5K or an area for cross-country training opportunities.
 - Disc Golf Course.
 - Specific water depths or water quality to accommodate a public beach area.
 - Boat access for paddle boats, canoes, and kayaks.
 - Building for boat rentals.
- a. Graffiti Area along the Gay Lea Wilson Underpass
Marketa brought an idea to create an art tunnel similar to the Leaked Street tunnel in London. The word "graffiti" can have a negative connotation, so focusing on an "Art Tunnel" and inviting a variety of artists to paint the underpass once a year or periodically is recommended. The board was in support.

**Due to the COVID-19 concerns and social distancing recommendations, a virtual meeting was offered.*

- b. **Bondurant-Farrar School District Donates Playground Equipment**
The Bondurant-Farrar School district donated playground equipment to the Bondurant Parks department. The board agreed that this equipment would fit best at the Bondurant Recreational Sports Complex, which could be added to the Bondurant Little League playground area or the Bondurant Soccer Club area. This will help sports spectators keep young people occupied while soccer or baseball is in session.
 - c. **Community Recreation Program to highlight neighborhood parks weekly for different activities to bring the neighborhoods together.**
Community Recreation Program Ideas:
 - Similar to the Ankeny Library's program, it hosts a Summer Park Passport. Find hidden images at community parks. Once everything is found, they turn in the passport for a prize. Restricted to Bondurant residents only.
 - Park of the Week highlighted on social media sharing amenities. The Park Passport can cover 8 parks in 8 weeks.
 - The main demographics could be daycare and stay-at-home parents.
 - d. **City Park Phased Budget**
Oliver reported that this would have to be postponed. A meeting with RDG Planning and Design prompted the need for a schematic design of the City Park Plan. A schematic design is a rough construction drawing that offers a general overview of a project's basic features and construction cost estimates, allowing us to determine the concept's overall budget in more detail. This is an imperative step to start a phased budget and work this into the City's overall Capital Project priorities.
9. **Reports and Comments:**
- a. **Event Reports**
On Saturday, June 26, 2021, the Bondurant Parks and Recreation Department were pleased to host Chris Norton back in his hometown for an Ice Cream Social and movie showing of his documentary 7-Yards. The venue was at the Bondurant-Farrar High School, hosted in the cafeteria and auditorium. Three local businesses were invited to offer sweet treats prior to the showing: Somewhere in the Middle, Sweet Swirls, and Home Slice Handmade Pie. Nearly 80 guests attended the hometown show. Bondurant is proud to be included. This was made possible due to a gracious donation from Prairie Meadow's Casino, Racetrack, and Hotel.

On Saturday, July 17, 2021, the Bondurant Parks and Recreation Department hosted the annual Bondu Blues and Brews Festival at the

**Due to the COVID-19 concerns and social distancing recommendations, a virtual meeting was offered.*

Bondurant Regional Trailhead, inviting the Ducharme-Jones Band to open the show for Sumpin Doo's second year attending this traditional outdoor concert. Two bounce houses were set up, along with a balloon artist and a face-painting booth for the kids. Grandpa's Waffles, Whimsical Wine Trailer, Red Top Taco Truck, Just Chillin', and Reclaimed Rails Brewing Co were onsite offering treats and refreshments. Bondurant Community Foundation announced the Sidewalk Chalk Art Contest winners and Reclaimed Rails Brewing Co. emcee JC Olbrecht announced the Homebrew winner and runner-up. It was a fun-filled night in Bondurant. The event attracted over 400 spectators, which is outgrowing the space we use.

From August 2 - August 4, the three-day B-Safe Kids Day Camp attracted 20 preschoolers preparing for kindergarten. The Polk County Sheriff's Office, Bondurant Emergency Services, Greater Des Moines YMCA, Altoona Pet Supply Plus, Blank Children's Hospital Child Assault Prevention, Bondurant-Farrar Transportation, along with some college students from Indian Hills Community College and high school students from Bondurant-Farrar volunteered their time to bring a memorable safety program. It takes a village!

On Sunday, August 8, 2021, the Bondurant Parks and Recreation Department invited the Mayor of Bondurant to offer a leisurely bike ride along the Chichaqua Valley Trail. It's always a way to get to know a Bondurant leader while enjoying our beautiful community. The idea is to bring new residents out to explore the trail system that Bondurant offers. Three community families joined in this year.

10. Adjournment

Motion by Miller, seconded by Karwoski, to adjourn at 7:55 PM. Vote on Motion 6-0. Motion carried.

ATTEST:

Nicole Van Houten
Communications and Events

Dennis Lyman
Board Chair



**BUSINESS OF THE PARKS & RECREATION BOARD
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 6.a.
For Meeting of 12/2/2021
Presentation

TITLE: Bondurant Men's Club Representative Jeff Cook to discuss partnering on some Park projects.

CONTACT PERSON:

Nicole Van Houten, Communication & Event Specialist

BRIEF HISTORY & ANALYSIS:

The Bondurant Men's Club has been considering project ideas and would like to discuss a few ideas with the Park & Rec Board.

Here's a quick summary of the project ideas ...

- Eagle Park - Add a 9-hole disc golf course. Partner with P&R and Eagle Scouts on design, funding, and installing.
- Neighborhood Parks - Add fun amenities to each park, like; gaga ball pit, shuffleboard, horseshoes, bag boards, checkers/chess boards, ice rink, etc. Partner with P&R and Eagle Scouts on locations, design, funding, and installation.

FUNDING SOURCE:

STAFF RECOMMENDATION: Open discussion with presenter.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



**BUSINESS OF THE PARKS & RECREATION BOARD
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 7.a.
For Meeting of 12/2/2021
Motion

TITLE: 2022 Programming

CONTACT PERSON:

Nicole Van Houten, Communication & Event Specialist

BRIEF HISTORY & ANALYSIS: A new addition this year is a Spring/Summer Guide.

Access the flipbook here <https://online.fliphtml5.com/ltuib/frix/>

Included in the packet is the brochure including the entire 2022 Park and Recreation Programming from January through December. Moving forward, the annual programming should be completed by mid summer in order to produce a Fall/Winter Guide.

FUNDING SOURCE: General Fund.

STAFF RECOMMENDATION: Review for approval. Motion to approve.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. 2022 Annual Programming Brochure

Life Connecting

With a tight-knit yet growing community, Bondurant residents and businesses are passionate about connecting to each other while welcoming visitors and new community members alike. Families are drawn to the convenience of location to the metro, a strong school system and a safe community for raising future generations. As the community continues to evolve, what will always remain is the history of hospitality and the opportunity to create a successful tomorrow.

Stay connected with text alerts, email notifications, and the bi-weekly newsletter, The Bounce. Signup on the city website.

Many events in Bondurant are tradition and many programs speak of their passion for the arts while remaining connected.

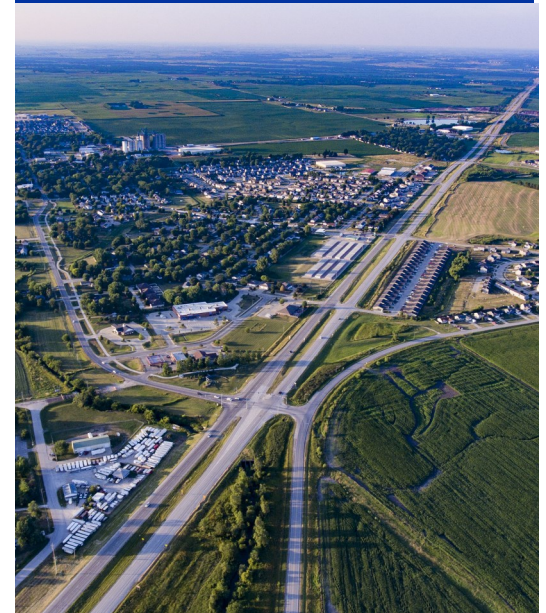
Please visit
www.cityofbondurant.com for
registration information.



City of Bondurant
200 2nd St NE
PO Box 37
Bondurant, IA 50035

Phone: 515-630-6982
Fax: 515-967-5732
E-mail:

2022 Park & Recreation Programmin



Nicole Van Houten, Communications & Events

Tel: 515-630-6982
www.cityofbondurant.com

2022 Park & Recreation Programming

January

Winter Trout Stock at Lake Petocka; Coming in January
Cribbage Tournament at Reclaimed Rails Brewing Co on
Sunday, January 9. Check-in 12:30 and start
promptly at 1:00 PM
Winter Yoga on Fridays at 5:30 PM at the library all
month

February

Final Winter Yoga on Friday, February 4 at the library
starting 5:30 PM
Chowder Ride beginning at the Bondurant Regional
Trailhead ride to Berwick and back on the
Chichaqua Valley Trail (approx. 10 miles) on Satur-
day, Feb 12 at 11:00 AM

March

Babysitting Basics Course at the library on Friday, March
11 from 9:00 AM to 3:00 PM (no school this day)
Statewide Severe Weather Awareness Week coming in
March

April

Keep Bondurant Beautiful starting at City Hall on Satur-
day, April 23 at 9:00 AM
National Volunteer Week April 17-23
Administrative Professionals Day April 27
National Park Week April 16-24
Earth Day Thursday, April 22
Arbor Day Friday, April 29
National Work Zone Awareness Week April 26-30



Live Healthy
Iowa 5K begin-
ning at the Bon-
durant Regional
Trailhead on
Saturday, April
23

May

National Bike Month—offering Bondurant Bike Bingo for
the month of May
Citywide Garage Sale on Saturday, May 7 from 8:00 AM to
4:00 PM within city limits
National Police Week May 15-21
Graduating Class of 2021 Commencement May 22
National Public Works Week May 15-21
National EMS Week May 15-23
Last Day of School May 27

June

Annual Fishing Derby at Lake Petocka on Saturday, June
4
Ninja Course in the Park date TBD at City Park
Family Health & Fitness Day June 11
Swim Bus begins the first week of June on Mon & Thurs
only – see bus route on City's website
Science in the Park date TBD at City Park
Art in the Park on Friday, June 10 at City Park brought to
us by Creative Geniuses

July

National Park and Recreation Month
Touch-A-Truck at the Bondurant Fire Station on Friday,
July 29 from 2:30 PM to 4:30 PM
Swim Bus in operation on Mon & Thurs only – see the
bus route on City's website
Bondu Blues, Brews, & Sidewalk Chalk Festival coming
July 16; event begins at 6:30 pm and the band is on
at 8-10pm find more information at
www.cityofbondurant.com

August

B-Safe Kids Camp; Anderson Elementary; Aug 1-3
Swim Bus ends first week of August – see the bus route
Bondu Bike Parade with the Mayor; The Depot; Sunday,
August 7
Fall Bags 6-week League; Downtown Bondurant; Aug-
Sept
Movies in the Park Fall Series; Saturday, Aug 13; dusk

September

Family Health and Fitness Month
Youth Basketball Club (3rd-6th Grade) Registration opens
late September
Fall Bags 6-week League in downtown Bondurant during
Aug-Sept
Fall Bags Tournament at Reclaimed Rails same day as
their Oktoberfest event; coming in September regis-
ter at www.cityofbondurant.com
Movies in the Park Fall Series on Saturday, Sept 10 at
dusk

October

Youth Basketball Club (3rd-6th Grade) Registration closes
in the month of October
Fire Prevention Week Oct 9-15
Fall Trout Stock coming in October
Bondu Spook-tacular on Saturday, Oct 22 at City Park
Movies in the Park Fall Series on Friday, Oct 8 at dusk

November

Youth Basketball Season begins

December

Merry & Bright Parade in the downtown district of Bon-
durant on Dec 3
Annual Tree Lighting Ceremony at the Bondurant Re-
gional Trailhead on Dec 3
Santa Social at the library on Dec 3 after the parade
Youth Basketball season ends
Parents Day Off!! on Friday, Dec 9 from 5:00 PM to 8:00
PM at City Hall





**BUSINESS OF THE PARKS & RECREATION BOARD
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 8.a.
For Meeting of 12/2/2021
Reports and Comments

TITLE: Eagle Park Update

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The Eagle Park Project is moving forward to add a creek entry spot, as envisioned in the Regional Water Trail Plan. This includes bioretention cells, native grasses, benches, trees, soft walking trails, and butterfly gardens.

The first phase of this project will include:

- Installing an 8' crushed limestone walking trail throughout Eagle Park.
- Establishing a Mud Creek access point.
- Stormwater wetlands are near the access point.
- Installing three solar-powered charging benches along the walking path.
- Establish native planting area.
- Establish a butterfly garden.
- Planting 100 trees.
- Installing wayfinding and interpretative signage.

Future Eagle Park Improvements:

Paved trail connection through Eagle Park to link the neighborhoods east and west. An overlook will be constructed near the detention pond area. The paved trail and overlook improvements will be constructed at a later date.

FUNDING SOURCE: Facebook has committed \$150,000 towards the project and the Natural Resource Commission approved the City of Bondurant's grant application for the FY22 REAP City Parks and Open Spaces Grants. Bondurant is awarded \$100,000 towards the Eagle Park Project. A pre-grant application will be submitted to the Iowa Department of Agriculture and Land Stewardship's Water Quality Initiative Grant

Program to seek funding to implement the wetland project in Eagle Park. A grant application will be submitted to MidAmerican Trees Please! Grant Program requesting \$4,000 in grant funding.

STAFF RECOMMENDATION: Open discussion.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Water Trail Map
2. Screenshot 2021-10-27 145143
3. 2013 Eagle Park Master Plan



SITE 17: SOFT TRAILS

Permits Needed

- City of Bondurant Floodplain Development Permit

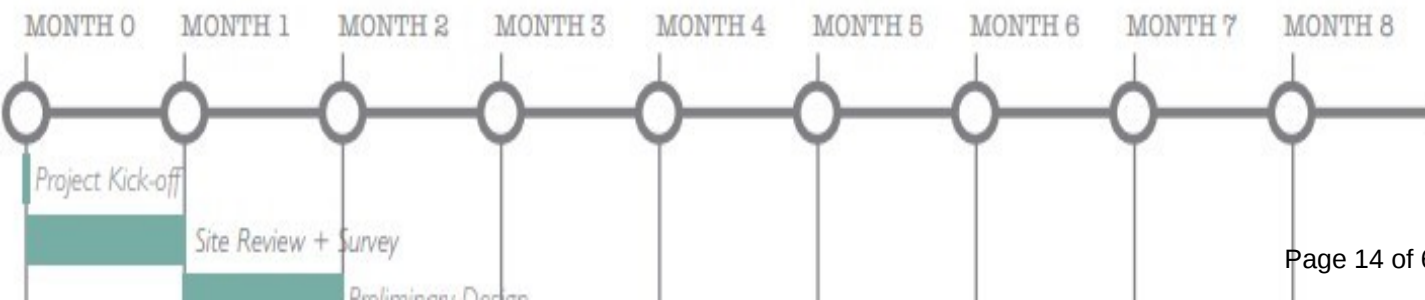
OVERVIEW

The proposed improvements for this location complement the City of Bondurant's previously completed Eagle Park Plan, incorporating a trail connection and respite seating area near the creek. The proposed improvements benefit numerous user groups, including trail users and birders.

OPINION OF PROBABLE COST

COST ITEM	TOTAL AMOUNT
Respite	\$950.00
Signage	\$790.00
Additional Amenities	\$2,500.00
CONSTRUCTION COST	\$4,240.00
Mobilization (5% Construction Costs)	\$212.00
20% Contingency	\$848.00
Non-Construction Costs (15% Construction Costs)	\$636.00
TOTAL PROJECT COST	\$5,936.00

PROJECT SCHEDULE





PARK OBSERVATIONS & BACKGROUND:

Eagle Park is a linear 17.8-acre park adjacent to Mallard Pointe Park and north of 2nd Street NW and the Bondurant Soccer Fields. The park lies between the Mallard Pointe, Arbor Ridge, and Deer Ridge Crossing neighborhoods. This community park is currently undeveloped, except for a new retention pond located on the northeast end of the park. The park lies within the FEMA 100-year floodplain.

PROPOSED IMPROVEMENTS:

Trail system, stormwater treatment cells, butterfly garden, overlook, benches, interpretive signs, and native plantings.



S
SNYDER & ASSOCIATES
Engineers and Planners

The City of
Bondurant
— OF THE MOUNTAIN — IOWA



**BUSINESS OF THE PARKS & RECREATION BOARD
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 8.b.
For Meeting of 12/2/2021
Discussion Item

TITLE: Beggar's Night Date

CONTACT PERSON:

Nicole Van Houten, Communication & Event Specialist

BRIEF HISTORY & ANALYSIS: A community citizen suggested on the Bondurant Community Discussion Facebook page that the city consider hosting Beggar's Night on Saturday every year, possibly the last Saturday of October, regardless of the date. This particular Facebook post captured 117 likes, 33 hearts, and one angry reaction, plus 31 comments.

The pro's

- It would always be on a Saturday.
- Allow households less rushing to enjoy the holiday celebration.
- Not impacting the kids going to school the next morning.

The con's

- Households work on weekends and evenings or on non-traditional schedules.
- The households that have part-time custody of children.
- The potential of receiving an abundance of neighboring participants joining in on the Bondurant beggar's night.
- Risk of confusing people by being the only Metro Des Moines community that scheduled beggar's night in this manner.

Projecting ahead to hosting on the last Saturday of October, it could possibly be as early as October 25 and precisely on Halloween. Is October 25 too early for a celebration?

A community survey was conducted and we received 141 responses. 65% of the survey audience would like to see Beggars' Night on the last Saturday of the month.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Review and recommend action by City Council.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Polco - Beggars Night_Redacted



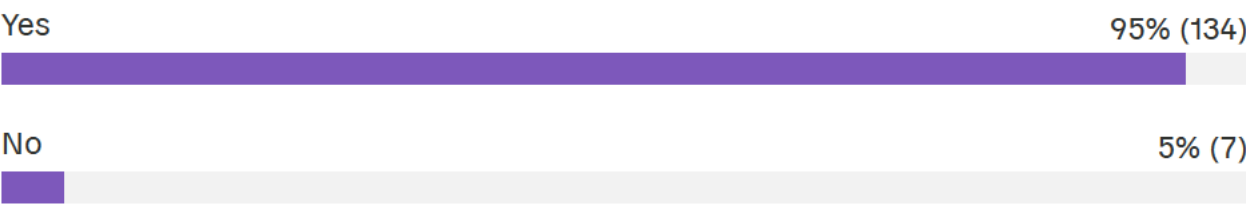
Change Beggar's Night Celebration

Survey Results
INTERIM

11/29/2021

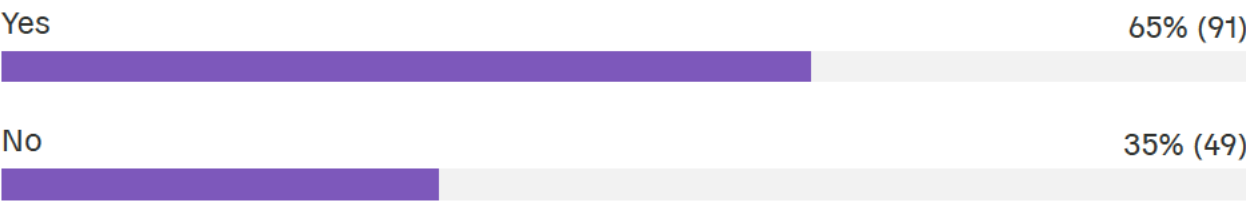
Does your household participate in Bondurant Beggar's Night?

Overview



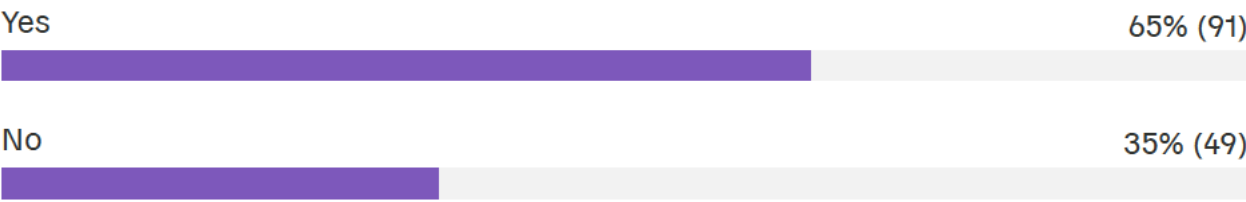
Would you like to see Beggar's Night hosted on a Saturday each year?

Overview



Based on review of upcoming years, it appears if Beggars' Night was on the last Saturday of October, the earliest date would be October 25th and the latest would be October 31st. With this in mind, would you like Beggars' Night on the last Saturday of October each year, regardless of the date on which it will land?

Overview



Any additional feedback.

Responses

Don't change tradition. [REDACTED]

Yes I personally like it on Saturday. However the families that only get them part time or work on weekends would pay. Plus the 30th is easier to remember then trying to figure out which Saturday it is.

With all of the activities my daughter is involved in during the week, it would actually be nice to not have to omissions one of them due to having to choose between the two.

We are a 2-parent household who both work til 5pm, don't get home until at least 5:30pm, and we make it work every single year. Beggar's Night runs for 2 hours...families have plenty of time to figure this out. I'm all about change when it's necessary or when it'll improve a situation, but this is just strictly for convenience. Don't try to fix what isn't broke.

Thank you for doing the survey. There are far more people in this town that a couple hundred reactions on fb. If you want to address another community suggestion look into having a pep rally for homecoming. One that the community can attend. The school does a lot for its student body but there is absolutely no community event. In my town the fire department always did a pancake supper fundraiser. There was a parade where they honored the homecoming court all seniors in all sports then ended with the football team and cheerleaders getting the crowd going. We have the community to support this type of event and it would benefit all the local businesses.

This is great in theory but for the reasons you included, especially 1 below, I do not agree with moving beggars night: 1. The potential of receiving an abundance of neighboring participants joining in on the Bondurant beggar's night. 2. Risk of confusing people by being the only Metro Des Moines community that scheduled beggar's night in this manner.

Parents all seemed happier and the kids get a day to recover before going back to school/daycare

Stupid idea [REDACTED]
[REDACTED]
[REDACTED]

Fear of large crowds from neighboring metro is a fact

I think in order for this to be successful, we need to get surrounding cities on board as well or we will get invaded with non bondurant residents but very enjoyed the holiday on Saturday this year. No rushing around after work, no rushing home to get the kids to bed, etc.

This is such a great idea, we would absolutely love this! Also would be amazing for our teachers who already work so hard.

Great Idea!!!

Leave it as is, the 30th of October no matter the day of the week

This is a great idea!

If we have it on a Saturday every year regardless of the date we will have everyone from Altoona and the Des Moines metro in our town and with that increased traffic will come problems with kids and less candy for our Bondurant kids.

No

H

I think it should be on oct 31 or 30.

Having 3 littles myself 2 in school this year Was so nice to be able to make a night of beggars night and not have to hurry to get everyone in bed to go to achool the next

day

So great for families with young children. 4-6 times would be better too. Before dark and warmer!!

My only hesitation would be many out of town people would come... but maybe they'd buy some groceries or eat in town. Also, we didn't get rid of all of our candy this year, so more kids wouldn't be an issue in my opinion.

Love this idea!!

I think it would be good. Would afford more time to prepare and maybe do a few things like Sherman Hill use to do prior to Covid.

I feel the pro's out way the cons. We had over 170 kids at your house and I garrentee that not all were from Bondurant. I also like the fact that our community would stand out a little and showcase our town.

A little concerned about "others" coming to town to take their kids. I'm ok with that unless it gets out of control.

Keep it the 30th!!

Prefer to stay aligned with the metro, alone it may ruin it for Bondurant with an influx of those outside of our community. Curious as to why it was not held on the 31st this year.

I dont support this idea, 1. If someone new moves to bondurant they may not know about this, and end up being left out expecting beggars night to be close to or on Halloween 2. This idea opens Bondurant beggars night to outside communities where residents of ankeny, Johnston, altoona, or Urbandale come to bondurnt beggars night as well as their own 3. It's tradition beggars night should be on Halloween itself, you're never going to create a system that caters to everyone tradition is tradition and the further away we get from it the further away our children and grandchildren are from what we grew up with and its not fair to them or the community we want to foster.

We love this idea, as we would be able to celebrate Halloween with grandparents as well instead of rushing around from town to town to visit them!

Halloween is the 31st. Trick or treat night gas always been on the 30th. Has been and should always be. Don't see any reason for the change. Beggars night should remain on the 30th.

It's not broken so stop trying to fix it.

How about having it on 10/31 every year, the actual date of Halloween?

It's nice to have it on a weekend night, but trick or treating so far in advance of Halloween may be odd. It also may deter some participation within the town.

Why can't beggars night just be on halloween like normal cities... we dont have to follow the rest of Des Moines for this pointless trend.

Is there an option to have trick or treating on Halloween each year, Oct. 31, regardless of the day of week?

It's not Halloween without trick or treating. Imo trick or treating should happen. On Halloween. But I'm good with beggars night. If it moves we won't be participating as that is really just dumb honestly. No real reason to move it. Everything is getting taken away leave the flipping holidays alone. Let the kids enjoy their holiday without having that messed with too. Jesus.

People with non traditional hours and days off have to miss out on most things already. Everything is always catered to the traditional work hours and work week. Leave beggars night alone please!

Terrible idea



**BUSINESS OF THE PARKS & RECREATION BOARD
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 8.c.
For Meeting of 12/2/2021
Discussion Item

TITLE: Central Park Planning

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The Community Input meeting is scheduled for next week, Tuesday, December 7, starting at 6:00 pm at City Hall. Plan to attend. The Park and Recreation Board is the steering committee for the Central Park Master Planning process.

FUNDING SOURCE: General Fund.

STAFF RECOMMENDATION: Open discussion.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



**BUSINESS OF THE PARKS & RECREATION BOARD
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 8.d.
For Meeting of 12/2/2021
Discussion Item

TITLE: BRSC Parking

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: Bondurant Little League was granted \$15,000 towards the construction of the Bondurant Recreational Sports Complex parking lot. According to the Prairie Meadows Youth Sports and Recreation grant requirements, this project must take place between **October 1, 2021 and October 3, 2022**, unless it is an ongoing project.

The Bondurant Recreational Sports Complex is in need of additional parking due to increasing participation numbers in Little League and the addition of soccer fields by the Bondurant Soccer Club at the complex. This will help ease the congestion of the road leading into the complex and make it safer for those attending games at the complex by not having them park on roadways.

The parking lot project at the Bondurant Recreational Sports Complex (BRSC) is a 2 phase project aimed at increasing the parking capacity at the facility. Each phase would consist of adding 75 parking stalls. The BRSC is home to the Bondurant Little League and recently the Bondurant Soccer Club. Little League numbers continue to grow every year and this year there are well over 400 participants, which means they will have 10 games or practices on all 10 fields 5 nights a week and Saturday mornings. This increased volume has increased the demand for parking. Currently, parents and spectators are parking down the length of the road entering the facility. This can make for a dangerous situation as there are little kids running in the road to the complex because they have to park far away.

This Fall, the Bondurant Soccer Club will begin hosting games also at the BRSC. These fields were recently added due to growing numbers of their club as well. The Bondurant Little League does not participate in a Fall season, so parking will not be an issue in the Fall. The concern is the spring season when both soccer and baseball/softball are actively going on.

This project will benefit not only the younger families with small children, but also the older spectators and grandparents of the players. Having this parking lot will allow for more handicapped parking and make it easier for them to access the complex.

This project will be a joint venture between the Bondurant Little League, Bondurant Soccer Club, and the City of Bondurant. The anticipated start date of this phase of the project is Spring 2022 with a completion date of summer of 2022. The total estimated cost of the entire 2-phase project is approximately \$450,000.

The challenge is that the \$15,000 grant is less than 10% of the project cost. The City does not have any additional investment in the BRSC projected until FY24.

This is a discussion item regarding how to move forward with the projects.

FUNDING SOURCE: Grant funding.

STAFF RECOMMENDATION: Open discussion.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



**BUSINESS OF THE PARKS & RECREATION BOARD
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 8.e.
For Meeting of 12/2/2021
Motion

TITLE: City Park Schematic Design Kick-Off Meeting

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

1. (5 min.) Description of Schematic Design
2. (10 min.) Community Conversations
3. (15 min.) Splash Pad & Natural Play
 - a. Image Sharing
 - b. Open Discussion
4. (5 min.) Action Items & Next Steps

FUNDING SOURCE: Stormwater/Grants/TIF/RUT

STAFF RECOMMENDATION: RDG Planning & Design consultants to start the schematic design planning process.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. 2021-10-18 R3005.078.00 B101 Bondurant City Park SD - SENT

AIA Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eighteenth day of October 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)

Marketa Oliver, City Administrator
City of Bondurant
200 2nd Street NE, POB 37
Bondurant, Iowa 50035
Phone Number: 515-967-2418
Fax Number: 515-967-5732

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

RDG IA Inc
d/b/a RDG Planning & Design
301 Grand Avenue
Des Moines, IA 50309-1718
Phone Number: 515-288-3141

R3005.078.00

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

Bondurant City Park Phase 2 SD
Bondurant, Iowa

The Owner and Architect agree as follows.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

(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.)

See Exhibit A Scope of Services

§ 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.)

See Exhibit A Scope of Services

§ 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.)

Task 1.1 Pre-Design Meeting	\$ 2,000
Task 1.2 25% Schematic Design	\$ 7,500
Task 1.4 100% Schematic Design	\$ 23,500
Task 1.6 Opinion of Probable Construction Cost	\$ 3,500
Task 1.7 Post Design Meeting	\$ 2,500
Task 1.8 Complete 100% Schematic Design Drawings	\$ 3,000
Total Fee	\$42,000 Plus Reimbursables (Estimate \$1,500)

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

.1 Design phase milestone dates, if any:

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See Exhibit A Scope of Services

- .2 Construction commencement date:

To Be Determined

- .3 Substantial Completion date or dates:

To Be Determined

- .4 Other milestone dates:

To Be Determined

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

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

Not applicable

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

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

Not Applicable

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

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

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

Mike Bell

RDG IA Inc

d/b/a RDG Planning & Design

301 Grand Avenue

Des Moines, IA 50309-1718

Phone Number: 515-288-3414

Fax Number: 515-288-8631

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

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

To Be Determined

§ 1.1.9 The Owner shall retain the following consultants and contractors:

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

- .1 Geotechnical Engineer:

To Be Determined

- .2 Civil Engineer:

RDG Planning and Design

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

Survey
To Be Determined

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

Mike Bell
RDG IA Inc
d/b/a RDG Planning & Design
301 Grand Avenue
Des Moines, IA 50309-1718
Phone Number: 515-288-3414
Fax Number: 515-288-8631

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

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Not Applicable

- .2 Mechanical Engineer:

Not Applicable

- .3 Electrical Engineer:

RDG Planning & Design

§ 1.1.11.2 Consultants retained under Supplemental Services:

Not Applicable

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

None

§ 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 RDG BIM Project Execution Plan-AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$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.

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

§ 2.5.4 Workers' Compensation at statutory limits.

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

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

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

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

§ 3.1.7 The Owner acknowledges that the nature of the design process is such that the plans, specifications, and other documentation prepared by the Architect under this Agreement may require changes, corrections, and modifications during the construction process which may affect the Project schedule or increase the Cost of the Work. The Owner acknowledges that production of a complete set of perfect construction documents is neither reasonable nor expected under this Agreement.

§ 3.1.8 The Owner and the Architect agree that the funding for contingencies provided for in Sections 6.1. and 6.3 shall include funds to pay costs which may arise from or out of such changes, corrections, or modifications to the plans, specifications or other documentation prepared by the Architect, including, but not limited to, any costs associated with a change or changes in the Project schedule, which portion of the contingency funding shall be in the amount of five percent (5 %) of the Cost of the Work, as defined in Article 6. In the event the aforementioned costs exceed the five percent (5%) contingency funding as defined in this paragraph 3.1.8, the Architect will be responsible for all costs in excess of the five percent (5%) which are attributable to changes, corrections, and modifications in the plans, specifications, and other documents prepared by the Architect, but only to the extent they are caused by the negligence of the Architect.

§ 3.1.9 If the project involves making changes to existing facilities, the Owner shall furnish documentation and information upon which the Architect is entitled to rely for its accuracy and completeness. The Architect shall verify that the existing building drawings provided by the Owner generally represent the actual existing field conditions. Verification shall be limited to general overall visual observation and confirmation of significant dimensions of reasonably accessible exposed elements. In the event the information or documentation supplied by the Owner its consultants or agents, or employees of any of them, or an assumption made by the Architect based upon the documentation or information supplied by them or any of them, is inaccurate or incomplete, all resulting costs and expenses, including the costs of the Architect's Additional Services, if any, shall be the responsibility of the Owner. Unless specifically authorized in writing by the Owner, the Architect shall not be required to perform or to have others perform, destructive testing or to investigate concealed or unknown conditions.

§ 3.1.10 To the fullest extent permitted by law, the Owner shall defend, indemnify, and hold harmless the Architect, the Architect's consultants and agents, and employees of any of them, from and against any and all claims, damages, awards, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from latent, concealed or unknown conditions and/or documentation or information furnished by the Owner, its consultants or agents, or employees of any of them.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches, if any, to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

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

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional

information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 PROCUREMENT PHASE SERVICES

§ 3.5.1 GENERAL

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

§ 3.5.2 COMPETITIVE BIDDING

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

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

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

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

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

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

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

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction as modified by RDG IA

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Inc in the form attached as Exhibit B. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site, as modified by Exhibit D, 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 or to review webcam/videos/photographs to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon by the Architect and the Owner or otherwise with reasonable promptness.

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

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

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

§ 3.6.4 SUBMITTALS

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

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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

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

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall:

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

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 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 Programming	<u>RDG</u>
§ 4.1.1.2 Multiple preliminary designs	<u>RDG</u>
§ 4.1.1.3 Measured drawings	<u>To Be Determined</u>
§ 4.1.1.4 Existing facilities surveys	<u>To Be Determined</u>
§ 4.1.1.5 Site evaluation and planning	<u>RDG</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not Applicable</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Applicable</u>
§ 4.1.1.8 Civil engineering	<u>RDG</u>
§ 4.1.1.9 Landscape design	<u>RDG</u>
§ 4.1.1.10 Architectural interior design	<u>Not Applicable</u>
§ 4.1.1.11 Value analysis	<u>Not Applicable</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not Applicable</u>
§ 4.1.1.13 On-site project representation	<u>Not Applicable</u>
§ 4.1.1.14 Conformed documents for construction	<u>Not Applicable</u>
§ 4.1.1.15 As-designed record drawings	<u>Not Applicable</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not Applicable</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Applicable</u>
§ 4.1.1.18 Facility support services	<u>Not Applicable</u>
§ 4.1.1.19 Tenant-related services	<u>Not Applicable</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Not Applicable</u>
§ 4.1.1.21 Telecommunications/data design	<u>Not Applicable</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not Applicable</u>
§ 4.1.1.23 Commissioning	<u>Not Applicable</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Applicable</u>
§ 4.1.1.25 Fast-track design services	<u>Not Applicable</u>
§ 4.1.1.26 Multiple bid packages	<u>Not Applicable</u>

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§ 4.1.1.27	Historic preservation	<u>Not Applicable</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Not Applicable</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Not Applicable</u>
§ 4.1.1.30	Other Supplemental Services	<u>Not Applicable</u>

§ 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.)

Not Applicable

§ 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.)

Not Applicable

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

§ 4.2 ARCHITECT'S ADDITIONAL SERVICES

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to ~~the fault~~ any negligent act, error, or omission of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt

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written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Eight (8) visits to the site by the Architect during construction
- .3 Two (2) inspections ~~for any portion of the Work to determine whether such portion of the Work is~~ substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspection ~~inspections for any portion~~ of the Work to determine final completion.

The Architect shall be compensated for these Additional Services beyond the limits stated above, which will be billed by the Architect in accordance with Section 11.3.

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

§ 4.2.5 If the services covered by this Agreement have not been completed Eight (8) 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 establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

§ 5.4.1 Site Survey Digital (DWG and PDF) Drawing Requirements:

- .1 All drawings shall be provided in digital DWG format of AutoCAD 2010 version and a PDF reproducible format;**
- .2 All similar elements with the DWG drawing shall reside on an independent layer with an appropriate descriptive layer naming system with the layer name prefaced with a 'G-_____', i.e. layer name 'G-PAVEMENT-ROAD';**
- .3 Layers, objects, blocks, nested blocks, text attributes, and all other elements shall be classified as 'by layer' color and 'by layer' line type. No elements of the DWG drawing shall be classified as 'by object';**
- .4 All contours shall be unbroken/continuous "smart" polylines containing appropriate elevation/z-axis information with text labels along each contour every 200' and/or at every property boundary. All 5-foot contours shall reside on a single independent layer and all other 1-foot contours on a single independent layer; and**
- .5 The digital file must be a single dwg file and not rely on shx, shp, or similar files to create a reproducible PDF.**

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect. If the Owner wishes greater assurance as to the probable Cost of the Work, the Owner shall engage an independent cost estimating consultant acceptable to the Architect, at the Owner's cost.

§ 6.2.1 In the event the Owner engages an independent cost estimating consultant in an effort to produce a project within the Owner's budget for the Cost of the Work, cost estimates by the independent cost estimating consultant shall be performed at the conclusion of Design Development Documents, 50% complete Construction Documents.

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

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, as Additional Services, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation.~~ In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 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 Contractor, 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. All claims and causes of action between the Owner and the Architect arising out of or related to this Agreement or the Work, whether based in contract, tort, warrant or otherwise, shall be deemed to have accrued and the applicable statute of limitations shall commence to run no later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of insurance of final Certificate of Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed, and also in no event shall any claim or cause of action be brought more than 10 years after the date of Substantial Completion of the Work.~~ The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

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

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

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement 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 if 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.

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

§ 8.3 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 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.

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

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

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

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

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

§ 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 fee shall be Two Thousand Five Hundred Dollars (\$2,500.00).

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

Licensing fee shall be Twenty-Five Thousand Dollars (\$25,000.00).

§ 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.

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

§ 9.11 The termination of this Agreement shall not relieve either the Owner or the Architect of any obligation previously accrued. The following provisions of this Agreement, and any other provisions that by their terms so provide, shall specifically survive any such termination: Section 3.1.10, Article 7, Article 8, Article 10, and Article 12.

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 A201–2017, General Conditions of the Contract for Construction in the form attached to this Agreement as Exhibit B.

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

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

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

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

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

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

§ 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)

Compensation shall be a stipulated sum of Forty-Two Thousand dollars and No cents (\$42,000.00) plus reimbursable expenses.

.2 Percentage Basis

(Insert percentage value)

~~— () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

.3 Other

(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

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

Compensation shall be hourly based on the Standard Hourly Rate Schedule current at the time services are provided. A copy of the Standard Hourly Rate Schedule is attached hereto as Exhibit C and incorporated herein by this reference.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

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

Compensation shall be hourly based on the Standard Hourly Rate Schedule current at the time services are provided. A copy of the Standard Hourly Rate Schedule is attached hereto as Exhibit C and incorporated herein by this reference.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

~~§ 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.)

Standard Hourly Rate Schedule incorporated herein as Exhibit C.

Employee or Category

Rate (\$0.00)

§ 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 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

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

None

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 INITIAL PAYMENTS

§ 11.10.1.1 An initial payment of zero dollars and no cents (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ??? (\$???) 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 sixty (60) 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.)

One percent (1%) per month.

§ 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.)

§ 12.1 The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment consistent with the degree of skill and care ordinarily exercised by architects currently practicing under similar circumstances to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Owner shall defend, indemnify, and hold harmless the Architect, the Architect's consultant and agents, and employees of any of them, from and against any and all claims, damages, awards, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from noncompliance with ADA or FHA.

§ 12.2 To the maximum extent permitted by law, the Owner agrees to limit the Architect's liability for claims brought by or through the Owner to the sum of \$50,000.00 or the Architect's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

§ 12.3 The Owner and Architect mutually acknowledge that if a Project goal is to achieve certification under the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED®) green building-rating system, that the Project cannot achieve LEED® certification until after substantial completion of construction and will be subject to the LEED®-certification processes and procedures as determined by the USGBC. The Owner acknowledges that these procedures are outside the control of the Architect, may not be uniformly implemented, and may be subject to change at any time. Further, the Owner acknowledges that LEED® certification will require input and effort from the Owner and the Architect as well as other consultants, contractors, and other persons associated with the Project that are not parties to this Agreement.

The Architect will make reasonable efforts to facilitate and coordinate the LEED® certification for the Project, subject to scope of services, and the terms and provisions of this Agreement. The Architect does not warrant or guarantee LEED® certification or the actual performance of the building based on the Architect's design drawings, specifications, or resource use or consumption modeling for the Project, and does not warrant or guarantee certain performance levels anticipated through the LEED®-certification process.

§ 12.4 If this Agreement is terminated, other than pursuant to Section 9.4, the license granted in Section 7.3 shall terminate and the Owner's obligations set forth in Section 7.3.1 and Section 9.7.2 shall govern.

§ 12.5 26 United States Code Section 179D directs that there shall be allowed as a tax deduction an amount equal to the cost of energy efficient commercial building property (or partially qualifying energy efficient commercial building property) placed in service during the taxable year. In the case of energy efficient commercial building property (or partially qualifying energy efficient commercial building property) installed on or in property owned by a Federal, State, or local government, or a political subdivision thereof, the Owner shall allocate this 26 United States Code Section 179D tax deduction to the Architect.

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, including but not limited to, the terms of any purchase order, invoice, bid document, or proposal attached to the Agreement. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect as modified by RDG IA Inc and Owner
- .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.)
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)
- ☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)
- ☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)
- i. Scope of Services attached hereto and incorporated herein by this reference as Exhibit A to this AIA B101
- ii. Exhibit B – Not Applicable
- iii. Standard Hourly Rate Schedule attached hereto and incorporated herein by this reference as Exhibit C to this AIA B101
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)
- NA

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

OWNER

(Signature)

Marketa Oliver, ICMA-CM, SPHR
City Administrator
(Printed name and title)

ARCHITECT



(Signature)

Scott Crawford, PLA, ASLA, LEED® AP
Principal
(Printed name and title)

scope and fee proposal

Bondurant City Park Schematic Design Services

September 20, 2021

P3005.078.00

Owner:

Marketa Oliver, City Administrator
City of Bondurant
200 2nd Street NE, POB 37
Bondurant, Iowa 50035
Phone Number: 515-967-2418
Fax Number: 515-967-5732

Description:



Description Continued:

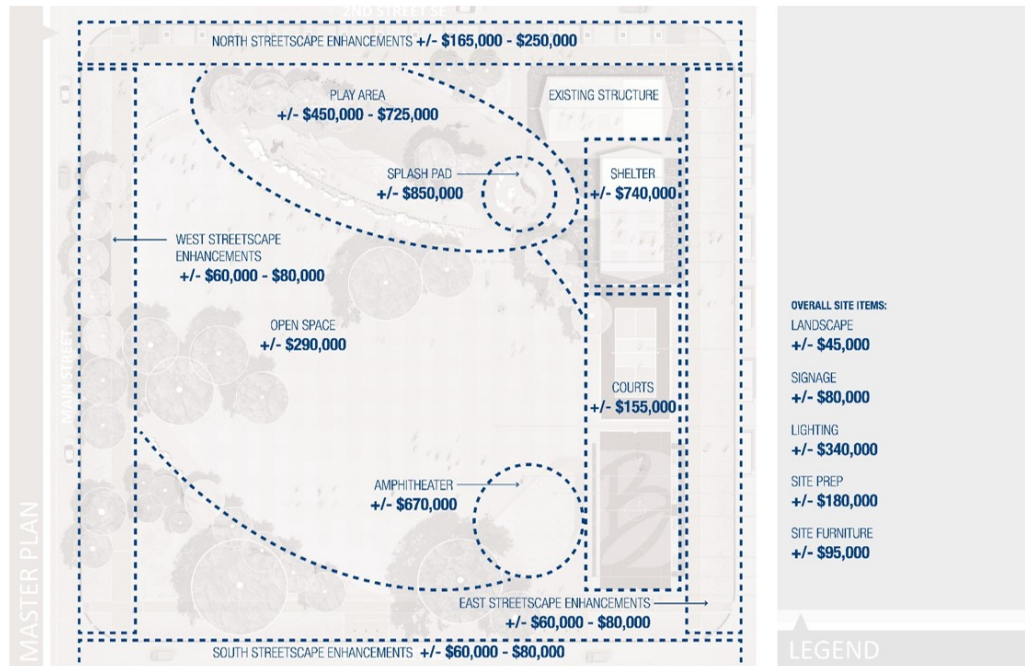
The City of Bondurant has requested RDG Planning & Design (RDG) to provide a scope of services for Schematic Design for City Park. This scope of services corresponds directly with the City Park Master Plan and program presented to City Council in July 2021 and includes the following:

- Playground
- Natural Play
- Splash Pad
- Pickleball Court
- Basketball Court
- Shelter
- Amphitheater
- Streetscape ROW
- Landscaping
- Park Amenities:
 - Site Furniture
 - Signage
 - Park Sidewalk System
- Park Utilities
 - Lighting
 - Electrical
 - Water
 - Sanitary

scope and fee proposal

Construction Budget:

The overall construction budget for this project will range between \$3.3M and \$3.6M.



Task 1. Schematic & Design Development

Schematic Design will provide a formalizing of all horizontal and vertical layout. During this phase, we will advance the architectural character of the site elements, including the materials, form and character of the playground and structures. We will finalize the accessible goals and expectations and coordinate design expectations with City staff. At the end of Schematic Design, the RDG team will provide the following:

- Site Layout Plan
 - Coordinates of Building and Site
- Building (Floor) Layout Plan
- Grading Plan
- Narratives:
 - Lighting
 - Electrical
 - Mechanical
 - Civil
- Opinion of Probable Construction Cost

Task 1.1 Meeting #1: Project Kick-Off

- A. Facilitate this meeting with the City Staff Steering Committee, made up of representatives from City Management and individuals chosen by the city.

- B. Objectives of this meeting are:
- Review schedule and communication procedures for the project
 - Confirm design direction
 - Confirm program and a range of potential construction costs
 - Review existing City base mapping
 - Review pedestrian connections/crossings
 - Discuss other project-related parameters and/or requirements
 - Receive feedback and authorization from City staff to proceed with park planning
 - Set approximate date for the following meeting

Task 1.2 **Prepare 25% Schematic Design**

- A. Team to advance into Schematic Design while incorporating feedback from the kick-off plan review. Drawing set to include the following:
- Site Layout Plan
 - Site Grading Plan
 - Site Landscape Plan

Task 1.3 **Meeting #2: 25% Schematic Design Site Plan Review**

- A. Facilitate this meeting with City staff
- B. Objectives of this meeting are:
- Review 25% Schematic Design site plan
 - Approve modifications to site plan

Task 1.4 **Complete 100% Schematic Design Drawings** to be used for Task 2, site plan approval process. RDG plans will be inclusive of:

- Dimension Plan
- Grading Plan
- Landscape Plan
- Drainage Report

Task 1.5 Work with Project Team to review Schematic Design plans and get feedback on design and required permitting. If additional professional services are needed to perform hydraulic analysis, mitigate wetlands or prepare permits, a contract amendment will be negotiated to add these services.

Task 1.6 **Update Preliminary Cost Opinion** based on Schematic Design documents.

Task 1.7 **Meeting #3 - City Staff Steering Committee:**

- A. Facilitate this presentation to the City staff
- B. Objectives of this presentation are:
- Review Schematic Design drawings and Site Plan for the park improvements
 - Review the cost opinion for the park improvements
 - Receive approval to move forward based on feedback

Task 1.8 Complete Schematic Design and submit for Committee review



Schedule:

The following is an anticipated schedule for the completion of Tasks 1.1 to 1.8

November 12 th	Meeting #1: Project Kick-Off
December 3 rd	Prepare 25% Schematic Design
December 17 th	Meeting #2: 25% Schematic Design Site Plan Review
January 21 st	Complete 100% Schematic Design Drawings
January 21 st	Update Preliminary Cost Opinion based on Schematic Design documents.
January 28 th	Meeting #3: City Staff Steering Committee:
February 11 th	Complete Schematic Design and submit for Committee review

Compensation:

The following is our proposed estimated design fees for the above-listed services:

Basic Services Fee

Below is a summary of our proposed professional fees to achieve each phase of the project, as identified in our scope of services:

Task 1.1 Pre-Design Meeting	\$ 2,000
Task 1.2 25% Schematic Design	\$ 7,500
Task 1.4 100% Schematic Design	\$ 23,500
Task 1.6 Opinion of Probable Construction Cost	\$ 3,500
Task 1.7 Post Design Meeting	\$ 2,500
Task 1.8 Complete 100% Schematic Design Drawings	\$ 3,000
Total Fee	\$42,000 Plus Reimbursables

Lump-sum design services will be invoiced monthly on a percent-complete basis.

Reimbursable expenses are not included in the above fees and will be charged on a monthly basis (estimated at \$1,500)

Services Not Included In this Proposal:

Except where described above, the following services are not included in this scope of services. If, during the course of the project, the following services are deemed necessary, the Owner shall engage a qualified firm to complete the requested services.

1. Hazardous material assessment and/or mitigation
2. Archeological investigation
3. Wetland or endangered or threatened species surveys, delineations, permitting or mitigation
4. Hydraulic floodplain mapping, modeling or permitting
5. Topographic and boundary survey
6. Geotechnical services
7. Construction testing
8. Connector roadway design

END OF SCOPE AND FEE PROPOSAL



Effective January 1, 2021*

standard hourly rate schedule

TITLE	RATE/HOUR
Principal	\$250.00
Principal	\$220.00
Principal Emeritus.....	\$250.00
Architect.....	\$200.00
Architect.....	\$180.00
Architect.....	\$165.00
Architect.....	\$155.00
Architect.....	\$135.00
Architect.....	\$125.00
Architectural Intern	\$135.00
Architectural Intern	\$120.00
Architectural Intern	\$100.00
Architectural Technician	\$120.00
Landscape Architect	\$180.00
Landscape Architect	\$165.00
Landscape Architect	\$155.00
Landscape Architect	\$135.00
Landscape Architect	\$120.00
Landscape Architect	\$100.00
Landscape Architectural Intern	\$100.00
Water Resource Engineer.....	\$190.00
Conservation and Community Outreach Specialist.....	\$135.00
Professional Engineer	\$220.00
Engineering Technician.....	\$120.00
Interior Designer	\$165.00
Interior Designer	\$135.00
Interior Designer	\$100.00
Lighting Designer.....	\$220.00
Lighting Designer.....	\$120.00
Artist	\$135.00
Artist	\$100.00
Artist	\$90.00
Multi Media Designer	\$155.00
Multi Media Designer	\$100.00
Videographer	\$120.00
Client Development Director	\$165.00
Marketing Coordinator	\$135.00
Project Administrator	\$190.00
Project Manager	\$120.00
Project Manager	\$90.00
Project Coordinator	\$90.00
Office Administrator	\$90.00
Office Coordinator.....	\$90.00

*Current hourly rates may be adjusted annually on January 1 of each year.



**BUSINESS OF THE PARKS & RECREATION BOARD
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 9.a.
For Meeting of 12/2/2021
Reports and Comments

TITLE: Event Reports

CONTACT PERSON:

Nicole Van Houten, Communication & Event Specialist

BRIEF HISTORY & ANALYSIS: **August 20, 2021**, hosted Minute To Win It at City Park for 8 year-olds plus. The kids that participated had a lot of fun. Fun summer event. **August 27, 2021**, hosted the first Free Flick Friday at City Park. The first HS football game of the year was the same night and the local Brewery hosted a Bike Night the same evening. Attendance was average. The other events didn't impact the movie. Might consider hosting prior to the school year and keeping it in the cooler months or another night of the week.

September 18, 2021, hosted the Fall Bags Tournament in downtown, Bondurant. Attendance was low. First time requiring pre-registration due to handling finances.

September 24, 2021, hosted the second Free Flick Friday at City Park. The HS football game and the Bike night were the same night but didn't impact the movie. Average attendance. It was very nice to host during the cooler months and later in the year, so dusk isn't too late.

October 1, 2021, hosted the final Free Flick Friday at City Park. Attendance was low, but it was also the first time offering a teen-specific genre movie. I was impressed that the entire audience was teens. Normally, families attend with their young children.

October 23, 2021, hosted the Bondu Spooktacular in City Park. The weather was very nice. This was the best attendance yet, with over 600 people. There were so many attending that it seemed like there wasn't enough space in City Park. The lines were long at each booth. Great event!

October through December is the Blue Jay Youth Basketball League. This is administered by Bondurant Parks and Recreation but run by the Blue Jay Basketball Club. Registration numbers were average.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Recieve and file.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Minute to Win it Event Report Form
2. Fall Bags Tournament Event Report
3. Free Flick Friday 1 of 3 Event Report
4. Event Report - Free Flick Friday 2 of 3
5. Event Report - Free Flick Friday 3 of 3
6. Event Report - Bondu Spooktacular 2021
7. Event Report - Bluejay Youth Basketball

Park & Rec Event Report

Name of Event: Minute to Win it

Date: August 20 **Time:** 2-4 pm

Demographic: 8-year-old +

Venue: City Park

Attendance: 14 kids (9 had pre-registered)

Equipment & Supplies:

Supplies: rope, milk crates, hula hoops, markers to indicate start and finish line, marshmallows, solo cups, squirt guns, matchbox cars, water balloons, folding table, panty hose, bottled water, toilet paper, check-in sheet, point tracking poster board, markers, pen and paper for each station to track progress, first aid kit

Refreshments: prepackaged boom chicka pop popcorn, prepackaged goldfish, and prepackaged veggie straws, and bottled water.

Active Stations: Milk Crate Tug of War, Human Ring Toss, 3-legged race, Marshmallow Toss, Squirt Gun Car Race, Classic Water Balloon Toss, Back-to-back Races, Plastic Cub Castle Stacking, Pantyhose Bowling. We didn't initiate the Wrap It Up Game, as it was too humid for toilet paper.

Expenses: Supplies Ordered on Amazon (\$118) and Brick Street Market (\$11.53)

Donations: none

Volunteers: Lutheran Church of Hope – Bondurant volunteer group

Lessons Learned: Surrounding the tug-of war crate area place soft surface squares for safety. The back-to-back race the kids must be about the same height. The cup castle building contest needs a day without wind. The pantyhose bowling, squirt gun car race, marshmallow toss, and water balloon toss were the crowd favorites.

Notes:



Park & Rec Event Report

Name of Event:

Date:

Time:

Demographic:

Attendance:

Volunteers:

Equipment & Supplies:

Budget:

Fees:

Revenue:

Expenses:

Donations:

Advertisement:

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Lessons Learned:

Park & Rec Event Report

Name of Event: Free Flick Friday

Date: Friday, August 27 **Time:** dusk (8:00 PM) to 9:30 PM (1.5 hr movie)

Demographic: Bondurant Families

Venue: City Park

Attendance: 25-30 guests

Equipment & Supplies:

Supplies: PA system (speaker, mixer board, old laptop with CD ROM drive), projector, blow-up screen, two 4-foot tables, two black chairs

Spray bottle with mouth wash and dawn dish liquid soap diluted with water – all-natural bug spray for the lawn. Clorox wipes.

Bug Spray for citizens to use. Hand sanitizer for citizen to use. Popcorn machine with popcorn. 1 ounce bag for single serving or 2-ounce bag for family serving.

Expenses:

- \$10.68 Brick Street Market and Café
- \$480 Swank Movie Licensing

Donations: None

Advertisement: Social accounts, Facebook Event Page, Website, The Bounce

Lessons Learned:

Friday nights is when High School Football is hosted, so this may cause lower attendance. Since the movies in the park have transitioned to the Fall season, it might be a good idea to consider another night of the week.

Notes:

This was the same night at Reclaimed Rails Brewing Co. Bike Night. They had an outdoor concert and road closures for the motorcycle parking. They had food vendors and a large crowd. Hosting the movie at City Park was just fine. The two events didn't interfere with one another. The outdoor concert and motorcycle engines didn't distract from the movie.

The older speaker works for now, but a second speaker would be outstanding. The new speaker we have needs a converter to connect to the mixer board or the projector. The projector or 30 year old laptop is not Bluetooth.



Park & Rec Event Report

Name of Event:

Date:

Time:

Demographic:

Attendance:

Volunteers:

Equipment & Supplies:

Budget:

Fees:

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Lessons Learned: