

AIA® Document B102® – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the Ninth day of December in the year Two Thousand Twenty-Five

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

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

Iowa City Community School District
Iowa City, IA
319-688-1020

and the Architect:

(Name, legal status, address and other information)

Substance, LLC
1300 Walnut Suite 201
Des Moines, IA 50309
515-699-1657

for the following (hereinafter referred to as "the Project"):

(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

ICCSD - City High School Fine Arts Addition

Iowa City, IA

The City High Fine Arts and ICC 500 Shelter Addition project will deliver an approximately 8,000–8,500 square foot addition containing a second band room, show choir rehearsal room, multi-use fine arts room, and support spaces, while designing the entire addition to serve as a fully compliant ICC 500 tornado shelter. The project integrates storm-shelter capacity with the adjacent Indoor Practice Facility to create a coordinated, campus-wide solution that safely accommodates the total occupant load of City High School during severe weather events.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

The Architect shall provide Schematic Design services for a Fine Arts Addition at City High School, Iowa City, Iowa, consisting of approximately 8,000–8,500 gross square feet of new construction that includes a second band room, show choir rehearsal room, multi-use fine arts room, and associated support/storage spaces. The addition shall be designed to function as an ICC 500-rated storm shelter, with the final shelter area potentially increased as required to accommodate the full high school occupant load when combined with storm shelter capacity provided in the concurrent Indoor Practice Facility project. The design shall be developed as a holistic campus-wide storm shelter solution, requiring close coordination with the design and construction schedule of the Indoor Practice Facility and with the City of Iowa City Authority Having Jurisdiction (AHJ) for approval of the overall shelter strategy and occupant distribution.

To fully support the program above, the following Supplemental Services are required and shall be included in the Agreement as Additional Services:

- Detailed Programming for Fine Arts Spaces.
- Field Investigation and Existing Conditions Verification.
- Comprehensive ICC 500 storm shelter analysis, including occupant load calculations, determination of required shelter area, and development of a campus-wide distribution strategy between the Fine Arts Addition and the Indoor Practice Facility
- Meetings and coordination with the City of Iowa City Authority Having Jurisdiction (AHJ) to review and obtain approval of the proposed ICC 500 storm shelter approach.

§ 1.1.1 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.

§ 1.2 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.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

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

Joshua Hemberger
1300 Walnut Suite 201

Des Moines, IA 50309
515.699.1659
jhemberger@substancearchitecture.com

§ 1.4 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.

§ 1.5 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 6.2.3.

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

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

§ 1.5.3 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 1.5.1 and 1.5.2, 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.

§ 1.5.4 Workers' Compensation at statutory limits.

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

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate.

§ 1.5.7 Additional Insured Obligations. If requested by the Owner, 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.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 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.

§ 2.2 The Owner identifies the following 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.
(List name, address, and other contact information.)

Curt Pratt

Iowa City, IA
3196881020
pratt.curt@iowacityschools.org

§ 2.3 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.

§ 2.4 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.

§ 2.5 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.

§ 2.6 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 3 COPYRIGHTS AND LICENSES

§ 3.1 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.

§ 3.2 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.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, 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 5 and Article 6. 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 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 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 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 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, 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.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

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

§ 4.1.3 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 5.7.

§ 4.2 Mediation

§ 4.2.1 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.

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

§ 4.2.3 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.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 4.3 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.

§ 4.3 Arbitration

§ 4.3.1 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.

§ 4.3.1.1 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.

§ 4.3.2 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.

§ 4.3.3 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.

§ 4.3.4 Consolidation or Joinder

§ 4.3.4.1 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).

§ 4.3.4.2 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.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 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.

§ 5.2 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.

§ 5.3 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.

§ 5.4 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.

§ 5.5 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.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this

Agreement pursuant to Section 5.3, 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.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, 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:

0

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

0

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

☒ One year from the date of commencement of the Architect's services

☐ One year from the date of Substantial Completion

☐ Other

(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 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 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

Basic Services (Schematic Design phase, including Architectural, Civil, MEPT, Structural, ICC 500 storm shelter design for the addition, and cost estimating):

Total Basic Services: \$57,000

Supplemental Services (Additional Services): Detailed Programming for Fine Arts Spaces, Field Investigation / Existing Conditions Verification, Comprehensive ICC 500 storm shelter analysis (occupant load calculations, required shelter area, and holistic campus distribution strategy between Fine Arts Addition and Indoor Practice Facility), Meetings and coordination with the City of Iowa City Authority Having Jurisdiction (AHJ) to obtain approval of the storm shelter approach.

Total Supplemental Services: \$24,500

Total Lump-Sum Fee (Basic + Supplemental Services): \$81,500

All sub-consultant fees for the listed scope are included in the above amounts.

Items not included: topographic survey, geotechnical investigation/report, and acoustic design consultant (to be added at the start of Design Development).

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable expenses are included as part of the compensation.

§ 6.2.3 **Architect's Insurance.** If the types and limits of coverage required in Section 1.5 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 1.5, and for which the Owner shall reimburse the Architect.)

0.00

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

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

§ 6.3.2 Progress Payments

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

(Insert rate of monthly or annual interest agreed upon.)

1.50 % monthly

§ 6.3.2.2 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.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 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 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2017, General Conditions of the Contract for Construction.

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

§ 7.4 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model 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.

§ 7.5 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.

§ 7.6 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.

§ 7.7 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.

§ 7.8 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 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 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 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 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 7.9.

§ 7.10 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 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

NA

ARTICLE 9 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

NA

- .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.)

.4 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

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

DocuSigned by:

Ruthina Malone

53F81888062D428
OWNER (Signature)

Ruthina Malone Board President

(Printed name and title)

ARCHITECT (Signature)

BY: Joshua Hemberger AIA - MEMBER

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

Additions and Deletions Report for AIA® Document B102® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:09:03 CST on 12/12/2025.

Changes to original AIA text

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§ 6.2.1 Reimbursable expenses are included as part of the compensation. ~~Reimbursable Expenses are in addition to compensation set forth in Section 6.1 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.~~

~~§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00 %) of the expenses incurred.~~

Variable Information

PAGE 1

AGREEMENT made as of the Ninth day of December in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

Iowa City Community School District

Iowa City, IA

319-688-1020

Substance, LLC

1300 Walnut Suite 201
Des Moines, IA 50309

515-699-1657

ICCSD - City High School Fine Arts Addition

Iowa City, IA

The City High Fine Arts and ICC 500 Shelter Addition project will deliver an approximately 8,000–8,500 square foot addition containing a second band room, show choir rehearsal room, multi-use fine arts room, and support spaces, while designing the entire addition to serve as a fully compliant ICC 500 tornado shelter. The project integrates storm-shelter capacity with the adjacent Indoor Practice Facility to create a coordinated, campus-wide solution that safely accommodates the total occupant load of City High School during severe weather events.

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The Architect shall provide Schematic Design services for a Fine Arts Addition at City High School, Iowa City, Iowa, consisting of approximately 8,000–8,500 gross square feet of new construction that includes a second band room, show choir rehearsal room, multi-use fine arts room, and associated support/storage spaces. The addition shall be designed to function as an ICC 500-rated storm shelter, with the final shelter area potentially increased as required to accommodate the full high school occupant load when combined with storm shelter capacity provided in the concurrent Indoor Practice Facility project. The design shall be developed as a holistic campus-wide storm shelter solution, requiring close coordination with the design and construction schedule of the Indoor Practice Facility and with the City of Iowa City Authority Having Jurisdiction (AHJ) for approval of the overall shelter strategy and occupant distribution.

To fully support the program above, the following Supplemental Services are required and shall be included in the Agreement as Additional Services:

- Detailed Programming for Fine Arts Spaces.
- Field Investigation and Existing Conditions Verification.
- Comprehensive ICC 500 storm shelter analysis, including occupant load calculations, determination of required shelter area, and development of a campus-wide distribution strategy between the Fine Arts Addition and the Indoor Practice Facility
- Meetings and coordination with the City of Iowa City Authority Having Jurisdiction (AHJ) to review and obtain approval of the proposed ICC 500 storm shelter approach.

Joshua Hemberger

PAGE 3

1300 Walnut Suite 201
Des Moines, IA 50309

515.699.1659

jhemberger@substancearchitecture.com

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

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy

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User Notes:

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limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate.

Curt Pratt

PAGE 4

Iowa City, IA

3196881020

pratt.curt@iowacityschools.org

PAGE 5

- ☐ Arbitration pursuant to Section 4.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

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- ☒ One year from the date of commencement of the Architect's services
- ☐ One year from the date of Substantial Completion
- ☐ Other
(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

Basic Services (Schematic Design phase, including Architectural, Civil, MEPT, Structural, ICC 500 storm shelter design for the addition, and cost estimating):

Total Basic Services: \$57,000

Supplemental Services (Additional Services): Detailed Programming for Fine Arts Spaces, Field Investigation / Existing Conditions Verification, Comprehensive ICC 500 storm shelter analysis (occupant load calculations, required shelter area, and holistic campus distribution strategy between Fine Arts Addition and Indoor Practice Facility), Meetings and coordination with the City of Iowa City Authority Having Jurisdiction (AHJ) to obtain approval of the storm shelter approach.

Total Supplemental Services: \$24,500

Total Lump-Sum Fee (Basic + Supplemental Services): \$81,500

All sub-consultant fees for the listed scope are included in the above amounts.

Items not included: topographic survey, geotechnical investigation/report, and acoustic design consultant (to be added at the start of Design Development).

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0.00

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

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

1.50 % monthly

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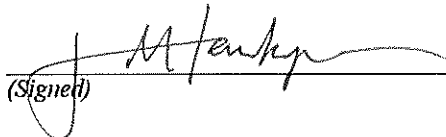
NA

NA

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Joshua Hemberger, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:09:03 CST on 12/12/2025 under Order No. 20250121992 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ - 2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

MEMBER
(Title)

12/9/2025
(Dated)

1300 Walnut Street Suite 201
Des Moines, Iowa 50309
515 243 4407
substancearchitecture.com

substancearchitecture

Substance Architecture Hourly Rates: 2025

04/11/2025

<u>Name</u>	<u>Position</u>	<u>Hourly Rate</u>
Samia Abdalla	Entry Level Interior Design Staff (NL)	\$ 100.00
Gianna Bellizzi	Recent College Graduate Architectural Staff 1(NL)	\$ 100.00
Carrie Garner	Business Administrative Manager	\$ 155.00
Todd Garner	Senior Principal *	\$ 225.00
Oliver Goche	Recent College Graduate Architectural Staff 3 (NL)	\$ 110.00
David Gosnell	Associate Principal *	\$ 175.00
Josh Hemberger	Associate Principal *	\$ 175.00
Tim Hickman	Senior Principal *	\$ 225.00
Brent Hoffman	Architectural Staff Level III (NL)	\$ 130.00
Charvi Jagani	Associate Architect III	\$ 150.00
Yasmine Killeen	Associate Architect III	\$ 150.00
Paolo Orlando	Associate Architect III	\$ 150.00
Heidi Pollman	Marketing Manager	\$ 160.00
Emily Preston	Recent College Graduate Architectural Staff 1 (NL)	\$ 100.00
Matt Rodekamp	Principal *	\$ 200.00
Leah Rudolphi	Associate Principal *	\$ 175.00
Dakota Smith	Architectural Staff 3 (NL)	\$ 110.00
Kevin Wagner	Associate Principal *	\$ 175.00
Jeff Wagner	Senior Architect	\$ 155.00
Constanza Resende	Student Intern	\$ 80.00

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November 26, 2025

Curt Pratt
Chief Operating Officer
Physical Plant/Center for Innovation
Iowa City Community School District

Re: Fee Proposal – City High Fine Arts and ICC 500 Shelter Addition – Schematic Design

Dear Curt,

Thank you for the opportunity to assist ICCSD with the schematic design of the City High Fine Arts and ICC 500 Shelter Addition. We are excited about this project and look forward to partnering with you to establish a strong design direction and wholistic storm shelter solution for the Fine Arts Addition.

The project consists of schematic design services for the following, located at City High in Iowa City, IA:

- **Fine Arts Addition** – Approximately 8,000 to 8,500 sf of program needed, including a second band room, show choir rehearsal room, multi-use fine arts room, and associated storage. *
- **ICC 500 Storm Shelter** – In addition the space will need to function as an ICC 500 rated storm shelter. The size of the Fine Arts Addition shelter shall consider storm shelter area provided at the Indoor Practice Facility to provide a wholistic solution and shall accommodate the entire high school occupancy between the two facilities.

* Total program area of the Fine Arts Addition may need to grow to accommodate the entire storm shelter need for the high school.

Scope of Services

Basic Services (included in Base Fee):

- Schematic Design (Architectural, Civil, MEPT and Structural)
- Design of the Fine Arts Addition as an ICC 500 Storm Shelter
- Cost Estimate

Supplemental Services (Additional Services):

- Detailed Programming for Fine Arts Spaces
- Field Investigation / Existing Conditions Verification
- Comprehensive ICC 500 storm shelter analysis (occupant load calculations, required shelter area, and holistic campus distribution strategy between Fine Arts Addition and Indoor Practice Facility)
- Meet with City of Iowa City AHJ to approve storm shelter approach

Our fee proposal is based on an assumed construction budget of four million dollars (\$4,000,000) and that the required storm shelter area may be split between the Fine Arts Addition and Indoor Practice Facility. Proposed supplemental services are provided to support evaluating and implementation of a wholistic solution for the City High storm shelter needs.

Consultant Team

- **Civil Engineering** – MMS Consultants
- **MEPT Engineering** – Design Engineers
- **Structural Engineering** – Raker Rhodes Engineering
- **Cost Estimating** – DCI Group
- **Acoustic Design** – TBD; an Acquisition will be added to the team at the start of Design Development with input from the fine arts staff.

Schedule

The overall schedule for the Fine Arts Addition will need to align with design and construction of the new Indoor Practice Facility to accommodate a wholistic solution for storm shelter requirements at City High.

- **Programming and Code Analysis** – December 15, 2025 to January 23, 2026
- **Schematic Design** – January 5, 2026 to March 13, 2026

Compensation

Our proposed fee is structured to reflect the need to provide design services for the Fine Arts Addition and balance the required wholistic solution for a storm shelter:

- **Basic Services:** \$ 57,000
- **Supplemental Services:** \$ 24,500

Total Fee: \$ \$81,500

Reimbursable expenses (printing, mileage, etc.) are included in the above amounts. Sub-consultant fees are included in the above amounts. Survey and Geo-tech reports are not included in the above amounts.

We are enthusiastic about this opportunity and confident that our team will deliver a schematic design that sets a clear and flexible approach to the Fine Arts Addition and Storm Shelter requirements at City High. Please let us know if you'd like to discuss the proposed fee or scope further.

Sincerely,

A handwritten signature in dark ink, appearing to read 'J H', followed by a horizontal line extending to the right.

Joshua Hemberger, AIA
Substance Architecture