

PROFESSIONAL SERVICES AGREEMENT

CLIENT: Iowa City Community School District
ATTN: Mr. Duane Van Hemert, Director of Physical Plant
1137 Riverside Drive
Iowa City, Iowa 52246

PROJECT: ICCSD Physical Plant- Food Service Office Renovation and Expansion

LOCATION: Iowa City, Iowa

DATE: May 10, 2013

PROJECT DESCRIPTION

The project scope will consist of the following.

1. A 1,500 square foot addition to the east side of the building will house a new food service department office suite.
2. Approximately 4,500 square feet of space within the existing building will be renovated into new food service office and conference space.
3. The site area to the east of the building will be modified to accommodate a new food service office area entrance. Also, site upgrades will be made as required to comply with City of Iowa City requirements for parking and landscaping.

SCOPE OF SERVICES

We will provide Architectural as well as Mechanical, Electrical, Structural, and Civil Engineering Design, Construction Administration, and Construction Observation services for the project.

These services will consist of the following tasks:

1. **Field Investigation Phase**
 - a. Visit the project site to verify conditions affecting the improvements.
 - b. Perform a topographic survey to reflect existing conditions.
 - c. Prepare documents indicating existing conditions.
2. **Preliminary Planning Phase**
 - a. Work with ICCSD staff to develop programmatic requirements and produce preliminary room layout drawings. Conduct one meeting with district staff to review the preliminary drawings.



3. **Design and Bid Phase**
 - a. Conduct two (2) meetings with district staff to review drawings, at the 75% and 100% design stages.
 - b. Prepare bid documents including the general conditions, bid forms, notice of hearing and letting, and plans and technical specifications suitable for obtaining competitive bids for construction. Prepare an opinion of construction costs at the 75% completion stage of the design work. Shive-Hattery will contract with a cost consultant or local contractor to perform this service.
 - c. Present to the Board of Directors at the 75% design stage.
 - d. Print 40 sets of plans and specifications.
 - e. Issue plans and specifications.
 - f. Conduct a pre-bid meeting with contractors and respond to questions from contractors as they review the documents and prepare their bids.
 - g. Prepare and issue addenda.
 - h. Assist in opening and evaluating the bids. Provide a bid tabulation and letter of recommendation of award.

4. **Construction Phase.**
 - a. Conduct a preconstruction conference.
 - b. Attend regular progress meetings and conduct construction observation visits to observe and report on work-in-progress. An average of one site visit every other week of construction is expected for a total of eighteen (18) visits.
 - c. Provide written reports to you relative to the progress of the work.
 - d. Review change orders, project submittals, requests for information and contractor applications for payment.
 - e. Conduct one (1) post construction review of the work per architectural/engineering discipline and review contractor's punch list of items to be completed.
 - f. Conduct one (1) final of the work per architectural/engineering discipline after the contractor has notified us that they have completed the punch list.
 - g. Upon completion of construction, we will prepare final closeout documents and assist in obtaining executed documents to conclude the work.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
5. Provide site access for Shive-Hattery personnel.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

The services shall be performed in accordance with the attached schedule.

COMPENSATION

Description	Fee	Fee Type	Reimbursable Expenses
Field Investigation Phase	\$5,000.00	Fixed Fee	\$500.00
Preliminary Design Phase	\$3,000.00	Fixed Fee	\$500.00
Design and Bid Phase	\$51,000.00	Fixed Fee	\$4,000.00
Construction Phase	\$17,000.00	Fixed Fee	\$1,500.00
TOTAL	\$76,000.00		\$6,500.00

Fee Types:

Fixed Fee - We will provide the Scope of Services for the fee amount(s) listed above.

Reimbursable Expenses:

Estimated amount - The estimated Reimbursable Expense amount(s) above will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred. We will not exceed the amount(s) without your prior authorization.

The terms of this proposal are valid for 30 day(s) from the date of this proposal.

SERVICES NOT INCLUDED

The following are additional services not included in this proposal. We can provide these services and will submit a separate fee proposal if requested.

1. Design for abatement of hazardous materials in areas affected by construction activity. Hazardous materials in those areas must be removed prior to the start of construction.
2. Barrier air-monitoring services related to asbestos abatement.
3. Testing services required by code to be the responsibility of the owner.
4. Any services associated with the demolition of the existing storage building located to the east of the physical plant building.

STANDARD TERMS AND CONDITIONS

© March 2010 Shive-Hattery, Inc.

PARTIES

"S-H" shall mean Shive-Hattery, Inc. "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or others entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible for any event or circumstance that is beyond the reasonable control of S-H that has a demonstrable and adverse effect on S-H's ability to perform its obligations under this Agreement or S-H's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law or applicable standards, actions or inactions by a governmental authority, the presence or encounter of hazardous or toxic materials on the Project, war (declared or undeclared) or other armed conflict, terrorism, sabotage, vandalism, riot or other civil disturbance, blockade or embargos, explosion, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by contractors of any level). When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably adjust for S-H's increased time and/or cost to perform its services due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,

SHIVE-HATTERY, INC.



Timothy R. Fehr, Project Manager

TRF/atf

Enc.

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: Iowa City Community School District

BY: Marla Swesey (signature) TITLE: Board President

PRINTED NAME: Marla Swesey DATE ACCEPTED: 5/21/13

PROPOSED PROJECT SCHEDULE
PHYSICAL PLANT ADDITIONS AND RENOVATIONS
IOWA CITY COMMUNITY SCHOOL DISTRICT
MAY 10, 2013

Design/Bidding Phase Schedule

May 21, 2013	Board Approval of Fee Proposal
Late May, 2013	Start Design
Early July, 2013	25% Owner Review (Completion of Preliminary Planning)
Mid August, 2013	75% Owner Review
Early October, 2013	100% Owner Review
Late October, 2013	Board Meeting – Approve Documents for Bid
Late October, 2013	Bid Set Issued to Contractors
Late November, 2013	Bid Opening
Early December, 2013	Board Meeting – Award Project Contract to Contractor

Construction Phase

March, 2013	Start Onsite Construction (addition and site work)
Early June, 2013	Start Onsite Construction (Renovation Work)
Early August, 2014	Complete Construction

FOOD SERVICE OFFICES

SIGNS NOT POSTED FOR ALL HAZARDOUS CHEMICALS



TOW AWAY ZONE

EDC
Complete Filter Unit

TOW AWAY ZONE



RESERVED FOR
ALISON DEBONY





Iowa City Community School District

Educational Services Center

1725 North Dodge Street • Iowa City, IA 52245 • (319) 688-1000 • Fax (319) 688-1009 • www.iowacityschools.org

Stephen F. Murley
Superintendent of Schools

Ann Feldmann
Assistant Superintendent

Rebecca Furlong
Assistant Superintendent

David Dude, Ph.D.
Chief Operating Officer/
Chief Technology Officer

Craig Hansel, Ph.D.
Chief Financial Officer

R. Chace Ramey, Ph.D., J.D.
Chief Human Resource
Officer

DATE: Tuesday, May 14, 2013

TO: Stephen Murley, Superintendent

FROM: Duane Van Hemert, Director of Physical Plant

SUBJ: Physical Plant Food Service Office – Professional Services Agreement

During the summer of 2012, the Food Service Department office staff was relocated from their facility to make room for the Industrial Tech programs. They have been housed in less than ideal quarters at the east end of the Physical Plant building. This proposed design work would create a new and professional entry and parking for the Food Service Department as well as plan for a test kitchen/training center that could be used by the Food Service and Physical Plant Departments as well as other district groups. It would include a 4,500 square foot addition and the renovation of existing spaces which is approximately 1,500 square feet. Additional parking for staff, visitors and ADA will also be provided as part of the project. Attached you will find a photo of the current entrance to the Food Service Department.

This proposal was originally presented to the Board of Directors on March 19th, 2013 as part of a larger design that also included the Physical Plant Office and Warehouse spaces. The proposal was tabled for further discussion and evaluation of the costs associated with it. This proposal does not include any design work for the Physical Plant as that area will be part of a separate proposal to be presented. This project would be funded and constructed with Sales Tax funds and the timeline is undetermined at this point. The design work will allow for proper estimating and the review of the current long range planning efforts and funds available will facilitate the placement of this project into the overall master plan. The proposal from Shive-Hattery is for \$76,000 in fees plus \$6,500 in reimbursable costs. The original proposal was for \$142,000 and included the Physical Plant.

Recommend approval.