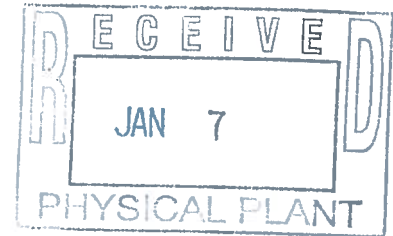


**CONSULTANT SERVICES AGREEMENT STUDY**

January 3, 2013

Duane Van Hemert  
Iowa City Community Schools  
1137 Riverside  
Iowa City, IA 52246

Project: District Security Study

Dear Duane:


We are pleased to offer our services as Consultants for the project noted above. Our interpretation of the scope of the project is as follows:

- A. **Project Description:** Study to establish scope, probable cost and schedule for increasing security measures throughout the district. The study will focus on additional access control (ie. card readers, door contacts, etc.), modifying existing door hardware to meet the new security demands, adding security cameras and re-keying all doors in the district. The study will include an evaluation of 28 district owned buildings.
- B. **Scope of Services:**
1. Identify areas for increasing security measures, these locations include:
    - a. Identify doors for installation of access control devices and associated door hardware. Doors will generally include major entrances/exits (either from parking lots, play grounds or otherwise identified heavy use areas) and identify a method for building lockdown and monitoring of all exterior doors.
    - b. Identify locations for security cameras with the intent to capture images of visitors through the major entrances/exits. Additional camera locations will be identified for other "critical" areas. This will also include identification of Aiphone locations.
    - c. Identify doors that need door hardware revisions so they can be locked from inside the room, these will generally include classroom doors.
    - d. Identify doors with keys for re-keying the entire district.
    - e. Building plans and door locations will be based on a combination of existing building plans, district provided inventory, preliminary results of concurrent facility assessment study and selective site investigation.
  2. Provide statement of probable construction cost for each individual building.
  3. Provide a schedule for design and construction.
  4. Does not include design or construction administration services.
- C. **Sub-Consultants:** Sub-consultants will include OPN Architects for architectural work.
- D. **Compensation:** We propose to provide the services indicated for a fixed maximum fee \$30,000.00 to be invoiced on an hourly basis at the rates in Appendix B & Appendix C.
- E. **Terms:** Net 30 days. After 30 days, 1-1/2% per month will be added to the unpaid balance. As part of this proposal, the attached Design Engineers Standard Terms of Service shall apply.

F. Other Considerations:

1. The client shall furnish to the consultant baseline drawings of the existing floor plans on electronic media

Respectfully submitted,  
DESIGN ENGINEERS, P.C. (Consultant)




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Dwight C. Schuman, P.E.  
Managing Principal

DCS/JCG

Accepted,  
IOWA CITY COMMUNITY SCHOOLS (Client)



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~~Duane Van Hemert~~ *Marla Swesey*  
~~Director of Physical Plant~~ *Board President*

# Design Engineers, P.C. Standard Terms of Service

## Article 1. The Client's Responsibilities

- 1.1 The Client's representative shall furnish a certified land survey of the site giving locations, dimensions and complete data pertaining to buildings; and full information concerning available utility lines, including inverts and depths.
- 1.2 The Client's representative shall furnish to the Consultant, (1) detailed layouts showing the location of connections, and (2) tabulations giving sizes and loads of equipment furnished by others for incorporation into the Project.
- 1.3 The Client's representative shall review the Consultant's work for compliance with the Project's program and for overall coordination with the architectural and other engineering requirements.

## Article 2. Additional Services

- 2.1 Providing design services.
- 2.2 Making revisions document resulting from Client or Owner initiated changes in program after substantial completion by the Consultant.
- 2.3 Providing special studies and submissions required for approvals of governmental authorities or others having jurisdiction over the project.

## Article 3. Reimbursable Expenses

- 3.1 Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Consultant or Client.
- 3.2 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications; and fees paid for securing approvals of authorities having jurisdiction over the Project.

## Article 4. Payments to Consultants

- 4.1 Payments to the Consultant for Basic and Additional Services shall be made as specified in the quotation.
- 4.2 If, for any reason, the Client or Owner decides to abandon or postpone the project, the Consultant shall be paid for services performed prior to receipt of written notice from the Client's representative.
- 4.3 If action on the Project is deferred for more than six months, the Consultant's compensation shall be subject to renegotiation for the uncompleted portion.

## Article 5. Termination of Agreement

- 5.1 This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination due to the fault of parties other than the Consultant, the Consultant shall be compensated for services performed to termination date, including reimbursable expenses.
- 5.2 This Agreement shall terminate at completion and final acceptance of the construction of the Project. In the event no construction is authorized, this Agreement shall terminate six months from the date of completion of working drawings.

## Article 6. Miscellaneous Provisions

- 6.1 The Consultant shall not be responsible for the acts or omissions of the Client's representative, other Consultants, Contractors, or any other persons performing any of the work.
- 6.2 The Consultant shall effect and maintain insurance to protect from claims under worker's compensation acts; bodily injury, sickness or death; destruction of tangible property; and professional liability for errors and omissions.
- 6.3 All documents produced by the Consultant under this agreement shall remain the property of the Consultant and may not be used by the Client for any other endeavor without the written consent of the Consultant.
- 6.4 Any claims or disputes made during design or construction between the Client and Consultant shall be first submitted to non-binding mediation. If agreement cannot be reached with this method, claims or disputes shall then be subject to and decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.
- 6.5 The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damage, liability or cost, (including attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of the Client's contractors or consultants arising from the project that is the subject of this Agreement.  
The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client from any damage, liability or cost, (including attorneys' fees and costs of defense) to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement.

**APPENDIX B**  
**ENGINEERING HOURLY BILLING RATES – 2012**

<b><u>Classification</u></b>	<b><u>Rate</u></b>
Principal	\$180.00
Associate Principal	\$150.00
Associate	\$140.00
Senior Engineer II	\$140.00
Senior Engineer I	\$130.00
Project Engineer II	\$120.00
Project Engineer I	\$110.00
Business Manager	\$120.00
BIM Manager	\$ 90.00
Engineer II	\$ 90.00
Engineer I	\$ 80.00
Senior Designer II	\$ 90.00
Senior Designer I	\$ 80.00
Designer II	\$ 70.00
Designer I	\$ 65.00
Senior CAD Technician	\$ 60.00
CAD Technician II	\$ 50.00
CAD Technician I	\$ 45.00
Clerical II	\$ 60.00
Clerical I	\$ 45.00

*These rates are subject to annual adjustment (on or about January 1) and your contract will adjust accordingly.*

## APPENDIX C

### ARCHITECTURAL HOURLY BILLING RATES – 2012

<u>Classification</u>	<u>Rate</u>
Principal	\$235.00
Associate Principal	\$160.00
Associate	\$130.00
Project Architect/Project Manager	\$115.00
Architect	\$90.00
Landscape Architect	\$90.00
Job captain	\$75.00
Intern Architect	\$65.00
Intern Landscape Architect	\$65.00
Senior CADD Operator	\$60.00
CADD Operator	\$55.00
Senior Interior Designer	\$90.00
Construction Manager	\$90.00
Interior Designer	\$65.00
Office Manager	\$90.00
IT Manager	\$90.00
Marketing	\$90.00
Project Assistant or CA Assistant	\$55.00
Clerical or Accounting Assistant	\$45.00
College Interns	\$35.00

*These rates are subject to annual adjustment (on or about January 1) and your contract will adjust accordingly.*



# 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](http://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:** Monday, January 7, 2013

**TO:** Stephen Murley, Superintendent

**FROM:** Duane Van Hemert, Director of Physical Plant

**SUBJ:** District Security Design Proposal

The Iowa Community School District has recently increased their efforts with regard to enhancing security measures throughout the school district. The BLDD Assessment currently underway will identify many of the facility needs and issues raised by building administrators. This study, with Design Engineers, will allow the district to further expand upon those findings and develop strategies for improving security at each building as well as cost estimates, design and construction schedules for those improvements. The proposed cost for this study is not to exceed \$30,000.00. Recommend approval.