

City of Mt. Vernon, Iowa

Meeting:	Mt. Vernon City Council Meeting
Place:	Mt. Vernon City Hall, 213 1st Street NW, Mt. Vernon, Iowa 52314
Date/Time:	August 4, 2025 – 6:30 PM
Web Page:	www.cityofmtvernon-ia.gov
Posted:	August 1, 2025

Mayor:	Tom Wieseler	City Administrator:	Chris Nosbisch
Mayor Pro-Tem:	Scott Rose	City Attorney:	Holly Corkery
Councilperson:	Stephanie West	Asst. City Administrator:	Lori Boren
Councilperson:	Craig Engel	Finance Dir/City Clerk:	Marsha Dewell
Councilperson:	Mark Andresen	Chief of Police:	Doug Shannon
Councilperson:	Paul Tuerler		

For those individuals that are unable to attend or still do not feel comfortable with in-person meetings, the City is providing a Zoom option. For those planning to attend via Zoom, please use the following information:

You will be prompted for the following information:

1. Telephone #: 1-312-626-6799
2. Meeting ID: 874 6768 9867
3. Password: 144118

Should you need assistance to access the meeting, please contact Chris at 319-359-8613.

A. Call to Order

B. Agenda Additions/Agenda Approval

C. Communications:

1. Unscheduled

If you wish to address the City Council on subjects pertaining to today's meeting agenda, please wait until that item on the agenda is reached. If you wish to address the City Council on an item **not** on the agenda, please approach the microphone and give your name and address for the public record before discussing your item. Each individual will be granted no more than five (5) minutes.

D. Consent Agenda

Note: These are routine items and will be enacted by one motion without separate discussion unless a Council Member requests separate consideration.

1. Approval of City Council Minutes – July 21, 2025, Regular Council Meeting

E. Public Hearing

1. None

F. Ordinance Approval/Amendment

1. Ordinance #6-16-2025A: Amending Chapter 99.02 Sewer Service Charges of the Mt. Vernon Municipal Code
 - i. Motion to approve the third and final reading
2. Ordinance #7-7-2025A: Amending Chapter 91 Water Meters of the Mt. Vernon Municipal Code

- i. Motion to approve the third and final reading
3. Ordinance #7-7-2025B: Amending Chapter 106 Resource Recovery and Refuse of the Mt. Vernon Municipal Code
 - i. Motion to approve the third and final reading

G. Resolutions for Approval

1. Resolution #8-4-2025A: Establishing Depositories of Public Funds with Hills Bank and Trust
2. Resolution #8-4-2025B: Establishing Depositories of Public Funds with Bridge Community Bank
3. Resolution #8-4-2025C: Establishing Depositories of Public Funds with Mount Vernon Bank and Trust

H. Mayoral Proclamation

1. None

I. Old Business

1. None

J. Motions for Approval

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of Moving the Monday, September 1, 2025 City Council Meeting Date – Council Action as Needed
3. Discussion and Consideration of Nelson Electric Pay Application #3 – Uptown Lighting Project – Council Action as Needed
4. Discussion and Consideration of Annual Maintenance Contract for the Lester Buresh Family Community Wellness Center – Council Action as Needed
5. Discussion and Consideration of Catastrophic Leave Bank Payout for Former Police Chief Shannon – Council Action as Needed
6. Discussion and Consideration of MGA Contract Approval – CDBG Downtown Revitalization Project – Council Action as Needed

K. Reports to be Received/Filed

1. None

L. Discussion Items (No Action)

1. Nature Park Quarry

M. Reports of Mayor/Council/Administrator

1. None
2. Council Reports
3. Committee Reports
4. City Administrator's Report

N. Adjournment

Pursuant to §21.4(2) of the Code of Iowa, the City has the right to amend this agenda up until 24 hours before the posted meeting time.

If anyone with a disability would like to attend the meeting, please call City Hall at 895-8742 to arrange for accommodations.

D. Consent Agenda

The Mount Vernon City Council met July 21, 2025, at City Hall, 213 1st Street NW, Mount Vernon, IA. A Zoom option was available. The following Council members were present: Tuerler, Engel, West, Rose and Andresen.

Call to Order. At 6:30 p.m. Mayor Thomas M. Wieseler called the meeting to order.

Agenda Additions/Agenda Approval. The Cole Library Monthly Report will be added to "Reports to be Received/Filed". Motion made by Engel, seconded by Rose to approve the Agenda as amended. Motion carries.

Consent Agenda

Approval of City Council Minutes – July 7, 2025, Regular Council Meeting. Motion made by Tuerler, seconded by Andresen to approve the Consent Agenda. Motion carries.

Ordinance Approval/Amendment

Ordinance #6-16-2025A: Amending Chapter 99.02 Sewer Service Charges of the Mt. Vernon Municipal Code. Staff has not received any verbal or written communication regarding this ordinance from the first reading. Motion made by Rose, seconded by West to approve the second reading of Ordinance #6-16-2025A. Roll call all yes. Ordinance passes its second reading.

Ordinance #6-16-2025B: Amending the US Highway 30 Master Plan for the City of Mt. Vernon. Staff has not received any verbal or written communication regarding this ordinance from the second reading. Motion made by Tuerler, seconded by Rose to approve the third reading of Ordinance #6-16-2025B. Roll call all yes. Ordinance passes its third and final reading.

Ordinance #6-16-2025C: Chapter 165 Zoning Regulations, Article 7, Section 710 Accessory Buildings to the Mt. Vernon Municipal. Staff has not received any verbal or written communication regarding this ordinance from the second reading. Motion made by Engel, seconded by West to approve the third reading of Ordinance #6-16-2025C. Roll call all yes. Ordinance passes its third and final reading.

Ordinance #7-7-2025A: Amending Chapter 91 Water Meters of the Mt. Vernon Municipal Code. Staff has not received any verbal or written communication regarding this ordinance from the first reading. Motion made by Tuerler, seconded by Andresen to approve the second reading of Ordinance #7-7-2025A. Roll call all yes. Ordinance passes its second reading.

Ordinance #7-7-2025B: Amending Chapter 106 Resource Recovery and Refuse of the Mt. Vernon Municipal Code. The changes requested during the first reading have been made to the enclosed ordinance. Staff has not received any verbal or written communication regarding this ordinance from the first reading. Motion made by Tuerler, seconded by Engel to approve the second reading of Ordinance #7-7-2025B. Roll call voting yes: Tuerler, West, Engel, Andresen. Voting no: Rose. Ordinance passes its second reading.

Resolutions for Approval

Resolution #7-21-2025A: Making Award of the Construction Bid for Concrete Repair and Replacement for the 2025 Sidewalk Repair Project. The City received a total of 5 bids for the 2025 Sidewalk Repair Project. V&K Engineering has submitted a recommendation to award the project to Modern Concrete with the low bid in the amount of \$121,384.00. Motion made by Rose, seconded by West to approve Resolution #7-7-2021A. Roll call all yes. Resolution passes.

Resolution #7-21-2025B: Accepting Work for the Project Known as the 4TH Street NW Reconstruction Project with Midwest Concrete, Inc. V&K Engineering has submitted a certificate of completion for the 4th Street NW Reconstruction Project. The final contract amount for the project is \$365,453.90. Motion made by Engel, seconded by Rose to approve Resolution #7-21-2025B. Roll call all yes.

Motions for Approval

Consideration of Claims List – Motion to Approve. Motion made by West, seconded by Engel to approve the Claims List. Motion carries.

PAYROLL	CLAIMS	178,044.08
MARTIN EQUIPMENT	EQUIP RENTAL-PW,P&REC	51,700.00
EMPLOYEE BENEFIT SYSTEMS	GROUP INSURANCE-ALL DEPTS	38,252.95
REPUBLIC SERVICES #897	GB,RECYL-SW	24,556.31
RC TECH	SERVICES-PD	18,727.75
AHLERS & COONEY P.C.	2025 GO FEES	17,454.87
DELANEY CONCRETE CONSTRUCTION	BRICK REPLACEMENT-UPTOWN LIGHTING	11,980.00
IOWA SOLUTIONS INC	SERVER DOWN PYMT-PD	11,759.50
US BANK	CREDIT CARD PURCHASES-ALL DEPTS	11,291.13
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	10,875.40
JEO CONSULTING	UPTOWN STREETSCAPE-LOST III	9,755.00
TREASURER STATE OF IOWA	SALES TAX	7,621.53
JORDAN'S PROPERTY CARE INC	CEMETERY MAINT	5,750.00
GARY'S FOODS	SUPPLIES-ALL DEPTS	4,912.64
TREASURER STATE OF IOWA	WET TAX	3,839.52
SPRINGVILLE READY MIX	CONCRETE-UPTOWN LIGHTING	3,757.50
LYNCH FORD-LYNCH CHEVROLET	VEHICLE MAINT-PD	2,393.03
WATERS EDGE AQUATIC DESIGN LLC	RENOVATION PLANNING-POOL	2,300.00
POWER DMS INC	SOFTWARE-PD	2,257.80
BANKCARD 8076	CREDIT CARD FEES-LBC,POOL,P&REC	2,257.05
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	2,101.40
CONSTRUCTION MATERIALS INC	REBAR-RUT	1,855.88
CRESCENT ELECTRIC SUPPLY	ELECTRICAL SUPPLIES-ECON DEV	1,779.17
P&K MIDWEST INC	EQUIP MAINT-PW	1,654.42
PREMIER POLYSTEEL	UMBRELLAS-POOL RENOVATION	1,648.00
PNP	FUEL-PD	1,566.89
EXPRESS PRINTING & DESIGN LLC	RIBBONS-SWIM TEAM	1,511.49
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	1,357.20
POLICE LEGAL SCIENCES INC	TRAINING-PD	1,310.00
ALLIANT ENERGY	GAS LINE-PW FACILITIES	1,273.20
COMPASS BUSINESS SOLUTIONS	UTILITY BILLS-WAT,SEW,SW	1,176.95
USA BLUE BOOK	SUPPLIES-WAT	1,103.24
UNDER HILL TRUCK & AUTO REPAIR	VEHICLE MAINT-FD	1,092.06
FRIENDS OF LISBON LIBRARY	DOLLY PARTON IMAGINATION LIBRARY	1,000.00
TRAFFIC & TRANSPORTATION PRODUCTS	SIGNAL REPAIRS-RUT	985.00
AMERICAN RED CROSS	TRAINING-POOL	752.00
CARRICO AQUATIC RESOURCES INC	SENSORS-POOL	696.80

FULL MOON HORIZON	MARKETING-LBC	500.00
SARAH BOOTS	CELL PHONE STIPEND-LBC	480.00
KONICA MINOLTA	MAINT PLAN/COPIES-LBC	409.27
CITY LAUNDERING CO	SERVICES-LBC,CITY HALL	392.17
BANKCARD 8076	REFUNDS-LBC,POOL	375.00
MEDIACOM	PHONE/INTERNET-PW	323.18
MEDIACOM	PHONE/INTERNET-FD	314.88
IOWA DEPT OF PUBLIC SAFETY	ONLINE WARRANTS-PD	300.00
TRI-CITY ELECTRIC CO OF IOWA	SOFTWARE-PD CAMERAS	285.00
WENDLING QUARRIES	ROADSTONE/ROCK-RUT,P&REC	255.24
TERMINIX PRESTO-X	PEST CONTROL-PD	233.20
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT,SEW,SW	221.68
NEAL'S WATER CONDITIONING	WATER/SALT-ALL DEPTS	215.00
LYNCH FORD-LYNCH CHEVROLET	VEHICLE MAINT-PW	182.24
STAPLES INC	SUPPLIES-ALL DEPTS	174.49
CAMPBELL SUPPLY CEDAR RAPIDS	EQUIP-PW	169.95
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	155.96
TECH SOLUTIONS	FIRE ALARM MONITORING-LBC	136.35
AIRGAS INC	CYLINDER RENTAL-PW	130.35
CARQUEST OF LISBON	SUPPLIES-PW	128.59
STAPLES INC	SUPPLIES-ALL DEPTS	111.23
AMAZON CAPITAL SERVICES	SUPPLIES-POOL	107.63
LYNCH FORD-LYNCH CHEVROLET	VEHICLE MAINT-PD	102.78
COMMUNITY DEVELOPMENT GROUP	COMMUNITY CASH-LBC MARKETING	100.00
LOU'S GLOVES	GLOVES-SEW	99.00
AMAZON CAPITAL SERVICES	SUPPLIES-POOL	97.81
BANKCARD 8076	REFUNDS-LBC,POOL	93.00
VESTIS	RUGS,SERVICES-FD	88.20
REXCO EQUIPMENT INC	EQUIP REPAIR-PW	84.82
DONNY FEDDERSEN	CDL ENDORSEMENT-PW	65.50
MEDIACOM	PHONE/INTERNET-CITY HALL	52.32
RICKARD SIGN AND DESIGN CORP	PERMIT DECALS-PD	50.00
KONICA MINOLTA	MAINT PLAN/COPIES-PD	47.89
US CELLULAR	INTERNET-WAT,SEW	42.54
CHARLOTTE MCDERMOTT	INSTRUCTOR-LBC	42.50
HETHER STAUFFACHER	INSTRUCTOR-LBC	42.50
HANNAH GANZEL	INSTRUCTOR-LBC	21.25
KIMBERLY SCHROCK	INSTRUCTOR-LBC	21.25
HAWKINS INC	CHEMICALS-WAT	20.00
TOTAL		449,022.53

FUND EXPENSE TOTALS

PAYROLL	178,044.08
GENERAL FUND	87,302.07
SOLID WASTE	39,142.10
WATER FUND	25,283.08
SEWER FUND	20,492.87
PW FACILITIES	19,943.45
2025 UPTOWN LIGHTING	19,228.47
ROAD USE TAX FUND	18,359.86
RACHEL STREET/KWIK STAR	13,963.90
LBC	11,783.14
LOST III UR & STREETSCAPE	9,755.00

POOL RENOVATIONS
STORM WATER FUND
TOTAL

3,948.00
1,776.51
449,022.53

Discussion and Consideration of Purchasing City Council Chamber Meeting Microphone Units – Council Action as Needed. Staff would like to purchase four additional microphones for the City council chambers at a cost of \$4,832.35. Motion made by Rose, seconded by Andresen to approve the purchase of four new microphones from RC Tech. Motion carries.

Discussion and Consideration of 2025 Crack Sealing Proposal – Kluesner Construction, Inc. – Council Action as Needed. The city has tried to maintain an alternating crack sealing program to ensure the longevity of municipal street improvements. Staff is recommending the crack sealing of Business 30 and 1st Street this year at a cost of \$20,129.20. Motion made by Rose, seconded by Engel to approve the proposal from Kluesner Construction for crack sealing. Motion carries.

Discussion and Consideration of 2025 Asphalt Street Repair Proposal – Kluesner Construction, Inc. – Council Action as Needed. D Street and 4th Ave NW from 2nd to 3rd Street contain areas that are deteriorating rapidly. Neither street sees a significant amount of vehicle trips per day, so a minor asphalt overlay should be a suitable remedy for both locations. Kluesner Construcion is proposing a project amount of \$13,601.00. Motion made by West, seconded by Andresen to approve the proposal from Kluesner Construction for asphalt street repairs. Motion carries.

Discussion and Consideration of Delaney Concrete Invoice #0017459-IN for Uptown Concrete Repairs – 2025 Streetlight Project – Council Action as Needed. Delaney Concrete completed the necessary sidewalk repair work at the intersection of Hwy 1 and 1st Street in time for Heritage Days, replacing the brick at the intersection with concrete, for a total of \$11,980.00. Motion made by Rose, seconded by West to approve the invoice from Delany Concrete for concrete repairs. Motion carries.

Discussion and Consideration of V&K Invoice #51378 - 9 – Rachel Street Improvement Project – Council Action as Needed. V&K Engineering has submitted an invoice in the amount of \$34,548.00 for the Rachel Street Improvement project. Motion made by West, seconded by Tuerler to approve V&K invoice #51378-9. Motion carries.

Discussion and Consideration of Tuition Reimbursement for Chief Blinks – Council Action as Needed. This is a continuation of the education reimbursement for Chief Blinks in the amount of \$1,265.00. Motion made by Tuerler, seconded by Andresen to approve the tuition reimbursement for Chief Blinks. Motion carries.

Discussion and Consideration of JEO Invoice #162810 – Uptown Streetscape Project – Council Action as Needed. Motion made by West, seconded by Engel to approve JEO invoice #162810 for the Uptown Streetscape Project in the amount of \$10,388.00. Motion carries.

Discussion and Consideration of Repair Work for the Oak Ridge Lift Station – Council Action as Needed. The inner workings of the Oak Ridge lift station are in need of pump and other related equipment repairs. The current estimate for the repairs is between \$12,000 and \$16,000. Motion made by Rose, seconded by Engel to approve the necessary repairs at the Oak Ridge lift station. Motion carries.

Discussion and Consideration of Catastrophic Leave Bank Reimbursement – Council Action as Needed. Chief Shannon received a “catastrophic leave” bank of 373.39 hours when transitioning from Sergeant to Police Chief. The previous Police Chief and City Administrator received a cash payout for their sick hours;

however, Chief Shannon was not given that option. He is asking that his catastrophic bank be used to cover the cost of his COBRA insurance coverage moving forward. Chief Shannon was the only recipient of this catastrophic bank so no other employees would be affected by this decision. The total payout would cover approximately \$22,000 in insurance premium payments. Motion made by Tuerler, seconded by Rose to approve the use of Shannon's "catastrophic leave" bank as payment towards his COBRA insurance in lieu of cutting him a check. Motion carries.

Discussion and Consideration of Naming the Mt. Vernon/Lisbon Police Department Training Room – Council Action as Needed. A request has been received from the current officers to formally recognize and name the Mt. Vernon/Lisbon Police Department training room as the Douglas J. Shannon training room. Motion made by Tuerler, seconded by Rose to approve the naming of the training room at the Police Department as the Douglas J. Shannon training room. Motion carries.

Discussion and Consideration of the Fire Department Training Facility Site Plan – Council Action as Needed. Council previously approved the use of the site on Bryant Road for the training facility. Motion made by Engel, seconded by Tuerler to approve the official site plan for the Fire Department Training Facility. Motion carries.

Discussion and Consideration of Loading Zone Request for 113 2nd Ave NW – Council Action as Needed. The Board of Adjustment met on Monday, July 14, 2025 to review a Conditional Use Permit application for Daycare Services at 113 2nd Ave NW. One of the conditions for recommending approval was to "apply for and secure a loading zone in front of the business and alley". Unfortunately, staff cannot recommend in favor of a loading zone in an active alley. A number of businesses use the parking area behind City Hall throughout the day and blocking the alley for child loading and unloading will cause a number of conflicts. Parents dropping off and/or picking up their children would be allowed to park in the public parking, but designating parking spots and/or loading zones would not be isolated to this one request. The City often received and denies requests to designate parking for individual businesses. Although Council was in full support of this type of business, they agreed they could not approve this individual request and felt that the available parking spots behind City Hall should be sufficient. Motion made by Rose, seconded by Tuerler to recommend against the designation of a loading zone at 113 2nd Avenue NW. Motion carries. Request for loading zone designation denied.

Discussion and Consideration of Architecture Firm Selection for the CDBG Façade Rehabilitation Grant Application – Council Action as Needed. Staff, along with business owners representing possible applicants, interviewed three firms for the CDBG Façade Grant application. They are formally recommending MGA Architects for this work. Motion made by Rose, seconded by West to approve Martin Gardner Architecture as the firm for the CDBG Façade Grant application. Motion carries.

Reports to be Received/Filed. Full reports available on the City website in the July 21, 2025 Council Packet.

Mt. Vernon/Lisbon Police Report
Mt. Vernon Public Works Report
Mt. Vernon Parks and Rec Report
Cole Library Monthly Report

Reports of Mayor/Council/Administrator

Mayor's Report. Wieseler has attended several ribbon cuttings recently and will be attending more in the near future.

Council Reports. Engel reported that the Mount Vernon Lisbon Childcare Solutions group met last week and are in the process of putting together an 18 month plan that should be finalized in August.

City Administrator's Report. Full report available on the City website in the July 21, 2025 Council Packet.

As there was no further business to attend to, the meeting adjourned, the time being 7:47 p.m., July 21, 2025.

Respectfully submitted,
Marsha Dewell
City Clerk

F. Ordinance Approval/Amendment

AGENDA ITEM # F - 1

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE: August 4, 2025

AGENDA ITEM: Ordinance #6-16-2025A Sewer Rates

ACTION: Motion

SYNOPSIS: Staff have not received any verbal or written communication regarding this ordinance from the second reading.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Ordinance #6-16-2025A Sewer Rates

PREPARED BY: Chris Nosbisch

DATE PREPARED: 8/1/2025

Prepared by: City of Mt. Vernon, City Hall,
Chris Nosbisch, City Administrator

213 First St. NW, Mt. Vernon, IA 52314
(319) 895-8742

ORDINANCE #6-16-2025A

AN ORDINANCE AMENDING CHAPTER 99 SEWER SERVICE CHARGES OF THE MUNICIPAL CODE OF MT. VERNON, IOWA

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA:

SECTION 1. AMENDMENT. Chapter 99.02 Rate, is hereby amended as follows:

92.02 USAGE RATE. Effective July 1, 2009, each customer will pay sewer service charges in the amount of \$34.22 per 1000 cubic feet of water attributable to the customer for the property served but in no event less than \$7.51 per month (a 10% increase over the previous rate of \$6.83). Beginning on July 1, 2009 and then on July 1 of each succeeding year until June 30, 2024, the sewer service charge will increase 3% and the minimum charge will be increased by 3%. **Beginning July 1, 2025 and July 1, 2026, the sewer service charge will increase 12% and the minimum charge will be increased by 12%. Beginning on July 1, 2027, and then on July 1 of each succeeding year until June 30, 2030, the sewer service charge will increase 3% and the minimum charge will be increased by 3%.** In any fiscal year in which revenues are expected to exceed operations and maintenance expenditures by 25% the Council, by resolution, shall suspend the rate increase, in whole or in part, so long as revenues exceed operations and maintenance expenditures by 25%.

In addition, there will be a flat fee of \$10.00 per month per residential dwelling unit and a flat fee of \$10.00 per month for each non-residential account for the purpose of payment for an upgrade to the sewer system for the benefit of all users. A residential dwelling unit is defined as one or more rooms, designed, occupied or intended for occupancy as a separate living quarter. For purposes of this section, each apartment, dormitory room, condominium or similar dwelling usage will be considered a separate dwelling unit.

Customers who are educational institutions with more than 250 full-time students are exempt from the sewer service charges based on the water usage for the portion of water service:

1. Used exclusively for watering or irrigating playing fields of the educational institution; and
2. Measured by a meter that is separate and distinct from the meters used to measure other water services provided to the customer.

The customer is responsible for all costs associated with the purchase, installation and maintenance of the meter. The Superintendent shall determine the type and size of the meter and, further, shall inspect and approve the installation of the meter so used. The customer's eligibility for this exemption is contingent upon full compliance with these and other provisions pertaining to the water system and the sanitary sewer system, as determined by the Superintendent.

SECTION 2. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Approved and adopted this ⁷__ day of _____, 2025.

ATTEST:

Thomas M. Wieseler - Mayor

Marsha Dewell – City Clerk

I certify that the foregoing was published as
Ordinance #6-16-2025A on the _____ day of _____, 2025.

Marsha Dewell, City Clerk

AGENDA ITEM # F – 2

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE: August 4, 2025

AGENDA ITEM: Ordinance #7-7-2025A: Chapter 91 Water Meters

ACTION: Motion

SYNOPSIS: Staff have not received any verbal or written communication regarding this ordinance from the second reading.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Ordinance #7-7-2025A: Chapter 91 Water Meters

PREPARED BY: Chris Nosbisch

DATE PREPARED: 8/1/2025

Prepared by: City of Mt. Vernon, City Hall,
Chris Nosbisch, City Administrator

213 First St. NW, Mt. Vernon, IA 52314
(319) 895-8742

ORDINANCE #7-7-2025A

**AN ORDINANCE AMENDING CHAPTER 91 WATER METER CHARGES OF THE
MUNICIPAL CODE OF MT. VERNON, IOWA**

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA:

SECTION 1. AMENDMENT. Chapter 91.11 Water Meter Compliance Fee, is hereby adopted as follows:

91.11 WATER METER COMPLIANCE FEE. Effective August 1, 2025, Residents with water meters that have not yet been replaced as part of the citywide upgrade program will now be assessed a **\$50 compliance fee**. This fee is being implemented to encourage timely cooperation with the mandatory meter replacement schedule and to cover the cost of additional staff time required for manual reads.

SECTION 2. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Approved and adopted this __ day of _____, 2025.

ATTEST:

Thomas M. Wieseler - Mayor

Marsha Dewell – City Clerk

I certify that the foregoing was published as
Ordinance #7-7-2025A on the _____ day of _____, 2025.

Marsha Dewell, City Clerk

AGENDA ITEM # F – 3

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE: August 4, 2025

AGENDA ITEM: Ordinance #7-7-2025B: Chapter 106 Resource Recovery

ACTION: Motion

SYNOPSIS: Staff have not received any verbal or written communication regarding this ordinance from the second reading.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Ordinance #7-7-2025B: Chapter 106 Resource Recovery

PREPARED BY: Chris Nosbisch

DATE PREPARED: 8/1/2025

ORDINANCE #7-7-2025B

**AN ORDINANCE AMENDING CHAPTER 106 RESOURCE
RECOVERY AND REFUSE DISPOSAL OF THE MUNICIPAL CODE OF MT.
VERNON, IOWA**

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA:

SECTION 1. AMENDMENT. Chapter 106 Resource Recovery and Refuse Disposal, Subsection 106.04 is hereby amended by adding language as follows (new language indicated in red):

106.04 LOADING & STORAGE.

1. Vehicles or containers used for the collection and transportation of any solid waste shall be loaded and moved in such a manner that the contents will not fall, leak, or spill therefrom, and shall be covered to prevent blowing or loss of material. Where spillage does occur, the material shall be picked up immediately by the hauler or transporter and returned to the vehicle or container and the area properly cleaned.
2. Containers for curbside collection shall be placed curbside no earlier than 5:00 p.m. the day before collection.
3. Containers for curbside collection shall be retrieved by 11:59 p.m. on the the day of collection. It shall be the property owner's responsibility to ensure that said containers are maintained and retrieved from the curbside as provided for by this chapter.
4. Containers for curbside collections shall be stored in an enclosed garage or behind the front build line of the primary residence.
5. Failure to remove said containers within the specified time period is a violation of this Code of Ordinances and shall be considered a municipal infraction, punishable by civil penalty as provided by Chapter 4 herein.

SECTION 2. SAVINGS CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, subsection, sentence, clause, phrase or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in full force and effect from and after its final passage, approval and publication as provided by law.

Approved and adopted this _____ day of _____, 2025.

ATTEST:

Thomas M. Wieseler - Mayor

Marsha Dewell – City Clerk

I certify that the foregoing was published as
Ordinance #7-7-2025B on the _____ day of _____, 2025.

Marsha Dewell, City Clerk

G. Resolutions for Approval

AGENDA ITEM # G – 1 thru G - 3

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE: July 21, 2025

AGENDA ITEM: Resolutions #8-4-2025A, #8-4-2025B, #8-4-2025C: Depositories

ACTION: Motion

SYNOPSIS: The attached resolutions should be approved annually. Unfortunately, they were overlooked last fiscal year. The City utilizes the three local banks for the depository of public funds.

BUDGET ITEM: All

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: See Resolutions #8-4-2025A, #8-4-2025B, & #8-4-2025C: Depositories

PREPARED BY: Chris Nosbisch

DATE PREPARED: 8/1/2025

DEPOSIT OF PUBLIC FUNDS RESOLUTION #8-4-2025A

RESOLVED, that the City of Mount Vernon can utilize the services of Hills Bank & Trust Company (“Depository”) for the deposit of public funds belonging to the City of Mt. Vernon, or coming into its possession, pursuant to a duly executed Agreement to Receive and Repay Deposits of Public Funds. The maximum amount which may be thus deposited without further approval of this Board and the Treasurer of State of \$9,000,000.00.

RESOLVED, that the following officers are hereby authorized and directed to execute said Agreement, to execute and deliver signature authorization cards to Depository concurrently therewith, and to execute all drafts, checks and other documents and correspondence regarding any accounts of the City of Mount Vernon at Depository:

Name	Office	Term Expires
Christopher Nosbisch	City Administrator	7-31-2026
Marsha Dewell	Finance Director/Clerk	7-31-2026
Tom Wieseler	Mayor	7-31-2026
Lori Boren	Assistant City Administrator	7-31-2026

RESOLVED, that the officers described above are hereby authorized and directed to take such action, and execute such documents and agreements as may be necessary to secure the repayment of the deposits of public funds authorized hereunder, including, but not limited to: Security Agreements, Bailment Agreements, Notices, and any documents or instruments supplemental or incidental thereto.

RESOLVED, that the City Administrator/Assistant City Administrator forward a certified copy of this resolution to Depository, and any other parties which may request it for purposes of effectuating the deposit of public funds authorized hereunder or any security therefore, together with a certificate attesting to the names and signatures of the present incumbents of the offices described above; and that the City Administrator/Assistant City Administrator further certify to Depository or other parties from time to time the signatures of any successors in office of any of the present incumbents.

Motion made by _____, seconded by _____ to _____

Resolution #8-4-2025A

Resolution #8-4-2025A _____ on August 4, 2025, by the following roll call vote:

YES:

NO:

ABSTAIN:

ABSENT:

MOUNT VERNON CITY COUNCIL
MOUNT VERNON, IOWA

Thomas M. Wieseler, Mayor

ATTEST:

Marsha Dewell
Finance Director/Clerk

DEPOSIT OF PUBLIC FUNDS RESOLUTION #8-4-2025B

RESOLVED, that the City of Mount Vernon can utilize the services of Bridge Community Bank (“Depository”) for the deposit of public funds belonging to the City of Mt. Vernon, or coming into its possession, pursuant to a duly executed Agreement to Receive and Repay Deposits of Public Funds. The maximum amount which may be thus deposited without further approval of this Board and the Treasurer of State of \$9,000,000.00.

RESOLVED, that the following officers are hereby authorized and directed to execute said Agreement, to execute and deliver signature authorization cards to Depository concurrently therewith, and to execute all drafts, checks and other documents and correspondence regarding any accounts of the City of Mount Vernon at Depository:

Name	Office	Term Expires
Christopher Nosbisch	City Administrator	7-31-2026
Marsha Dewell	Finance Director/Clerk	7-31-2026
Tom Wieseler	Mayor	7-31-2026
Lori Boren	Assistant City Administrator	7-31-2026

RESOLVED, that the officers described above are hereby authorized and directed to take such action, and execute such documents and agreements as may be necessary to secure the repayment of the deposits of public funds authorized hereunder, including, but not limited to: Security Agreements, Bailment Agreements, Notices, and any documents or instruments supplemental or incidental thereto.

RESOLVED, that the City Administrator/Assistant City Administrator forward a certified copy of this resolution to Depository, and any other parties which may request it for purposes of effectuating the deposit of public funds authorized hereunder or any security therefore, together with a certificate attesting to the names and signatures of the present incumbents of the offices described above; and that the City Administrator/Assistant City Administrator further certify to Depository or other parties from time to time the signatures of any successors in office of any of the present incumbents.

Motion made by _____, seconded by _____ to _____

Resolution #8-4-2025B

Resolution #8-4-2025B _____ on August 4, 2025, by the following roll call vote:

YES:

NO:

ABSTAIN:

ABSENT:

MOUNT VERNON CITY COUNCIL
MOUNT VERNON, IOWA

Thomas M. Wieseler, Mayor

ATTEST:

Sue Ripke
Assistant City Administrator/Clerk

DEPOSIT OF PUBLIC FUNDS RESOLUTION #8-4-2025C

RESOLVED, that the City of Mount Vernon can utilize the services of Mount Vernon Bank and Trust (“Depository”) for the deposit of public funds belonging to the City of Mt. Vernon, or coming into its possession, pursuant to a duly executed Agreement to Receive and Repay Deposits of Public Funds. The maximum amount which may be thus deposited without further approval of this Board and the Treasurer of State of \$9,000,000.00.

RESOLVED, that the following officers are hereby authorized and directed to execute said Agreement, to execute and deliver signature authorization cards to Depository concurrently therewith, and to execute all drafts, checks and other documents and correspondence regarding any accounts of the City of Mount Vernon at Depository:

Name	Office	Term Expires
Christopher Nosbisch	City Administrator	7-31-2026
Marsha Dewell	Finance Director/Clerk	7-31-2026
Tom Wieseler	Mayor	7-31-2026
Lori Boren	Assistant City Administrator	7-31-2026

RESOLVED, that the officers described above are hereby authorized and directed to take such action, and execute such documents and agreements as may be necessary to secure the repayment of the deposits of public funds authorized hereunder, including, but not limited to: Security Agreements, Bailment Agreements, Notices, and any documents or instruments supplemental or incidental thereto.

RESOLVED, that the City Administrator/Assistant City Administrator forward a certified copy of this resolution to Depository, and any other parties which may request it for purposes of effectuating the deposit of public funds authorized hereunder or any security therefore, together with a certificate attesting to the names and signatures of the present incumbents of the offices described above; and that the City Administrator/Assistant City Administrator further certify to Depository or other parties from time to time the signatures of any successors in office of any of the present incumbents.

Motion made by _____, seconded by _____ to _____

Resolution #8-4-2025C

Resolution #8-4-2025C _____ on August 4, 2025, by the following roll call vote:

YES:

NO:

ABSTAIN:

ABSENT:

MOUNT VERNON CITY COUNCIL
MOUNT VERNON, IOWA

Thomas M. Wieseler, Mayor

ATTEST:

Marsha Dewell
Finance Director/Clerk

J. Motions for Approval

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, AUGUST 4, 2025

PAYROLL	CLAIMS	171,294.43
VEENSTRA & KIMM INC	RACHEL STREET PREL DESIGN	34,548.00
COMMUNITY DEVELOPMENT GROUP	HOTEL/MOTEL TAX-ECON DEV	15,391.23
TOTAL TREE CARE OF IOWA CITY	TREE MAINT-RUT	12,850.00
JEO CONSULTING	UPTOWN STREETScape-LOST III	10,338.00
ALLIANT ENERGY	ENERGY USAGE-SEW	8,690.20
ALLIANT ENERGY	ENERGY USAGE-WAT	7,069.48
ALLIANT ENERGY	ENERGY USAGE-ST LIGHTS	5,638.33
ALLIANT ENERGY	ENERGY USAGE-POOL	3,453.46
LASER TECHNOLOGY INC	SPEED RADAR-PD	2,870.00
OPN ARCHITECTS	EARLY CHILDHOOD CENTER STUDY	2,527.48
ALLIANT ENERGY	ENERGY USAGE-LBC	1,884.39
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	1,875.79
JOHN C HEIDER	STONE RESTORATION-CEM	1,579.00
UPPER IOWA UNIVERSITY	TUITION-PD	1,265.00
ALLIANT ENERGY	ENERGY USAGE-FD	1,148.48
ALLIANT ENERGY	ENERGY USAGE-P&REC	672.41
ALLIANT ENERGY	ENERGY USAGE-RUT,WAT,SEW,SW	648.22
SLEEP INN & SUITES	LODGING-CEMETERY	437.00
IA COMMUNITIES ASSURANCE POOL	ENDORSEMENT-INS LEVY	434.00
KATIE GRASSI	MARKETING-LBC	400.00
CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	345.00
ALLIANT ENERGY	ENERGY USAGE-CITY HALL	341.57
TASC	FSA ADJUSTMENT-ALL DEPTS	330.76
TYLER TECHNOLOGIES	PRINTER MAINT-WAT,SEW,SW	326.93
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	298.98
ALLIANT ENERGY	ENERGY USAGE-PD	279.12
HDC PRINTED PRODUCTS	ENVELOPES-ALL DEPTS	248.38
JAYNE DEWITTE	UNIFORMS-PW	226.00
BANKCARD 8076	CC CHARGEBACK-POOL	195.00
ALLIANT ENERGY	ENERGY USAGE-RUT,WAT,SEW,P&A	123.67
ALLIANT ENERGY	ENERGY USAGE-CEM	100.87
FIRE SERVICE TRAINING BUREAU	TRAINING-FD	100.00
CITY LAUNDERING CO	SERVICES-CITY HALL	90.35
IOWA ONE CALL	LOCATES-WAT,SEW	81.00
TERMINIX PRESTO-X	PEST CONTROL-FD	80.45
ALLIANT ENERGY	ENERGY USAGE-SIRENS	79.63
BANKCARD 8076	REFUNDS-LBC,POOL	75.00
ALLIANT ENERGY	ENERGY USAGE-RUT,WAT,SEW	43.30
ALLIANT ENERGY	ENERGY USAGE-SW	32.63
ST LUKE'S WORK WELL SOLUTIONS	DRUG TESTING-ALL DEPTS	30.00
TODD GEHRKE	POSTAGE-PD	20.80
AMAZON CAPITAL SERVICES	SUPPLIES-P&REC	9.49
TOTAL		288,473.83

FUND EXPENSE TOTALS

PAYROLL	171,294.43
RACHEL STREET/KWIK STAR	34,548.00
GENERAL FUND	29,469.95
ROAD USE TAX FUND	18,941.45
LOST III UR & STREETScape	10,338.00
SEWER FUND	9,450.83
WATER FUND	7,848.60
LBC	3,140.80
LOST III COMMUNITY CENTER	2,527.48
INSURANCE LEVY	434.00
SOLID WASTE	406.15
STORM WATER FUND	74.14
TOTAL	288,473.83

AGENDA ITEM # J – 2

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE: August 4, 2025

AGENDA ITEM: September 1, 2025, Meeting Date

ACTION: Motion

SYNOPSIS: The first meeting in September will fall on the Labor Day holiday. In the past, the City Council has moved this meeting to the following Tuesday or Wednesday.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 8/1/2025

AGENDA ITEM # J – 3

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE: August 4, 2025

AGENDA ITEM: Nelson Electric Pay Application #3 – Uptown Lighting

ACTION: Motion

SYNOPSIS: This pay application is in the amount of \$104,914.16.

BUDGET ITEM: Bond

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Pay Application #3

PREPARED BY: Chris Nosbisch

DATE PREPARED: 8/1/2025



VEENSTRA & KIMM INC.

2600 University Parkway, Suite 1
Coralville, Iowa 52241

319.466.1000
www.v-k.net

PAY ESTIMATE NO. 3
UPTOWN LIGHTING IMPROVEMENTS
MOUNT VERNON, IOWA

July 17, 2025

Nelson Electric Co.
618 14th Avenue SW
Cedar Rapids, IA 52404

Contract Amount \$432,279.40
Contract Date March 17, 2025
Pay Period June 14, 2025 - July 2, 2025

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.01	Mobilization	LS	1	\$ 34,180.00	\$ 34,180.00	1	\$ 34,180.00
1.02	Traffic Control	LS	1	\$ 6,170.00	\$ 6,170.00	100%	\$ 6,170.00
1.03	Construction Staking	LS	1	\$ 8,539.00	\$ 8,539.00		\$ -
1.04	Electrical Removal	LS	1	\$ 4,885.00	\$ 4,885.00	100%	\$ 4,885.00
1.05	Electric Service	LS	1	\$ 22,030.00	\$ 22,030.00	100%	\$ 22,030.00
1.06	Fiber Optic Network	LS	1	\$ 27,158.00	\$ 27,158.00	100%	\$ 27,158.00
1.07	Conduit Installation, 1-1/2" HDPE	LF	3,800	\$ 17.50	\$ 66,500.00	4,215	\$ 73,762.50
1.08	Conduit Installation, 2" HDPE	LF	3,352	\$ 17.40	\$ 58,324.80	3,452	\$ 60,064.80
1.09	Power Wiring (No. 1/0 AWG)	LF	330	\$ 15.15	\$ 4,999.50	277	\$ 4,196.55
1.10	Power Wiring (No. 2 AWG)	LF	300	\$ 14.50	\$ 4,350.00	227	\$ 3,291.50
1.11	Power Wiring (No. 4 AWG)	LF	1,550	\$ 10.10	\$ 15,655.00	1,688	\$ 17,048.80
1.12	Power Wiring (No. 6 AWG)	LF	810	\$ 7.65	\$ 6,196.50	914	\$ 6,992.10
1.13	Power Wiring (No. 8 AWG)	LF	670	\$ 5.50	\$ 3,685.00	903	\$ 4,966.50
1.14	Power Wiring (No. 10 AWG)	LF	920	\$ 3.75	\$ 3,450.00	795	\$ 2,981.25
1.15	Fiber Optic Cable	LF	3,352	\$ 1.65	\$ 5,530.80	4,552	\$ 7,510.80
1.16	Handhole	EA	25	\$ 1,735.00	\$ 43,375.00	23	\$ 39,905.00
1.17	Special Use Receptacle	EA	9	\$ 435.00	\$ 3,915.00	9	\$ 3,915.00
1.18	Pole Base Installation	EA	23	\$ 2,855.00	\$ 65,665.00	23	\$ 65,665.00
1.19	Site Restoration	LS	1	\$ 2,200.00	\$ 2,200.00	1	\$ 2,200.00
1.20	Removal of Sidewalk & Pavement	SY	74.2	\$ 208.00	\$ 15,433.60	166	\$ 34,528.00
1.21	PCC Sidewalk, 6 in	SY	50.2	\$ 286.00	\$ 14,357.20	107	\$ 30,602.00
1.22	Modified Subbase, 6 in	CY	15	\$ 860.00	\$ 12,900.00	15	\$ 12,900.00
1.23	Saw Cutting Dust Control	LS	1	\$ 1,390.00	\$ 1,390.00	100%	\$ 1,390.00
1.24	Concrete Washout	LS	1	\$ 1,390.00	\$ 1,390.00	100%	\$ 1,390.00
Contract Price:					\$ 432,279.40		\$ 467,732.80

MATERIALS STORED SUMMARY				
	Description	# of Units	Unit Price	Extended Cost
Total				\$ -

SUMMARY			
		Total Approved	Total Completed
Contract Price		\$ 432,279.40	\$ 467,732.80
Approved Change Order (list each)	Change Order No. 1	\$ 15,527.30	\$ 15,527.30
	Revised Contract Price	\$ 447,806.70	\$ 483,260.10

Stored

Total Earned \$ 483,260.10

Retainage (5%) \$ 24,163.01

Total Earned Less Retainage \$ 459,097.09

Total Previously Approved (list each)	Pay Estimate No. 1	\$ 212,604.77	
	Pay Estimate No. 2	\$ 141,578.16	

Total Previously Approved \$ 354,182.93

Percent Complete 108%

Amount Due This Request \$ 104,914.16

The amount \$104,914.16 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:
Nelson Electric Co.

Recommended By:
Veenstra & Kimm, Inc.

Approved By:
Mount Vernon, Iowa

Signature: 

Name: Heath Engelbart

Title: Senior Project Manager

Date: 7-21-2025

Signature: 

Name: Dave Schechinger

Title: Engineer

Date: July 17, 2025

Signature: _____

Name: _____

Title: _____

Date: _____

AGENDA ITEM # J – 4

AGENDA INFORMATION MT. VERNON CITY COUNCIL COMMUNICATION

DATE: August 4, 2025

AGENDA ITEM: Maintenance Contract - LBC

ACTION: Motion

SYNOPSIS: The City has contracted with the Baker Group for HVAC, geothermal, and air handling maintenance at the LBC since it opened. The Baker Group is seeking a 3% increase for this year, bringing the contract to \$9,484. They are also offering a three-year contract that would lock in this price over the life of the contract. Staff is recommending approval of a three-year contract.

BUDGET ITEM: LBC

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Proposal

PREPARED BY: Chris Nosbisch

DATE PREPARED: 8/1/2025



Baker Group

Jared Pourroy
1025 Kirkwood Pkwy SW Suite H
Cedar Rapids, Iowa 52404
Direct: 319.488.6824

Phone: 515.262.4000

855.262.4000

Fax: 515.266.1025

www.thebakergroup.com

July 15, 2025

Matt Siders
Director of Parks and Recreation and
Director of Lester Buresh Family Community Wellness Center
855 Palisades Rd SW
Mt. Vernon, IA 52314

Re: Maintenance Contract for Lester Buresh Family Community Wellness Center
855 Palisades Rd SW

Dear Matt:

Thank you very much for the confidence you have placed in Baker Group! The anniversary date of the Lester Buresh Family Community Wellness Center Service Agreement is June 30th, 2025. Good maintenance programs will extend your equipment life, optimize your energy efficiency, keep your building occupants comfortable and protect the overall value of your facility assets.

Your existing agreement will continue for one year from July 1st, 2025 through June 30th, 2026, for the price of \$9,484.00 (a %3 cost increase) (plus applicable tax). I've also included a 3-year option that will lock in the 1st year cost, for all 3 years. Please sign, date the bottom of this letter, and return it by the anniversary date of your agreement. This will allow us to ensure that your coverage continues uninterrupted. Please provide us any purchase order number you would like referenced.

Thank you again for the opportunity to assist you with the important maintenance of your building systems. Any additional work will require your approval and will be billed at preferred customer labor rates. If you have any questions, or I may be of additional service, please contact me directly at pourroyj@thebakergroup.com or at the phone numbers above.

1 YEAR OPTION APPROVED BY:

Name: _____

Title: _____

Date: _____

3 YEAR OPTION APPROVED BY:

Name: _____

Title: _____

Date: _____

Sincerely,

Jared Pourroy
Account Executive

AGENDA ITEM # J – 5

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE: August 4, 2025

AGENDA ITEM: Catastrophic Leave Bank

ACTION: Motion

SYNOPSIS: After further consideration, Doug Shannon has elected against remaining on the City's insurance via the Cobra extension. He has requested to receive his catastrophic leave bank payout via check. The net exposure remains the same at just under \$22,000.

BUDGET ITEM: PD

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 8/1/2025

AGENDA ITEM # J – 6

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE: August 4, 2025

AGENDA ITEM: MGA Contract - CDBG Downtown Revitalization Project

ACTION: Motion

SYNOPSIS: MGA has submitted a standard AIA contract for the CDBG Downtown Revitalization Project in the amount of \$35,400, plus expenses. Staff is recommending approval of the MGA contract subject to City Attorney review.

BUDGET ITEM: LOST/FF

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Contract

PREPARED BY: Chris Nosbisch

DATE PREPARED: 8/1/2025

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-ninth day of July 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)

City of Mount Vernon
213 First Street NW
Mount Vernon, IA 52314
Telephone No: 319-895-8742

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

Martin Gardner Architecture, P.C.
700 11th Street
Suite 200
Marion, IA 52302
Telephone Number: 319-377-7604

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

Mount Vernon CDBG Downtown Revitalization
Mount Vernon Facade improvements for 16 buildings located in the downtown business district of Mount Vernon, IA.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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.)

Facade improvements 16 building storefronts located in the downtown business district of Mount Vernon, Iowa. The program will be developed from meetings with the City and the individual building owners. Work is limited to storefront rehabilitation. No sidewalk streetscape work is included in this Project.

Refer to attached Exhibit B – Supplemental Services Table 4.1.1 dated July 29, 2025 for additional information regarding services that are and are not included in the Owner's program for the Project at this time.

§ 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.)

16 building facades located in the downtown business district of Mount Vernon, Iowa.
At this time, it is understood that the City of Mount Vernon will be the lessor of the properties under the Community Development Block Grant award program.

§ 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.)

To be determined as a part of the Pre-Application phase of work. The intention is to submit for a Community Development Block Grant (CDBG) to help fund the Project, and the contributions by the building owners will constitute the project budget. The City of Mount Vernon intends to help fund the project with an unspecified amount of additional funding, after a CDBG funding award is made. The final budget will not be known until all construction costs are confirmed by the bid process and final agreement to the cost of the improvements by the individual building owners.

The Project's Scope and Architect's Fees are based on the Initial Information shown in this Agreement and no less than the Owner's budget for the Cost of the Work. Refer to Article 3.2.6, 3.3.2 and 3.4.4 for changes to the Cost of the Work.

§ 1.1.4 The Owner's anticipated design and construction milestone dates. Milestone schedules will be maintained by the Architect during the course of the Project. The Architect will share with the Owner the initial Milestone schedule, and any subsequent changes to that schedule:

.1 Design phase milestone dates, if any:

Preliminary Designs for each building façade to be included in the CDBG Grant submission to be completed prior to the Grant submission date as determined by the Iowa Economic Development Authority (IEDA).

.2 Construction commencement date:

To be determined dependent on the award of a CDBG funding award.

.3 Substantial Completion date or dates:

To be determined dependent on the award of a CDBG funding award.

.4 Other milestone dates:

To be determined dependent on the award of a CDBG funding award.

§ 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.)

Public Bidding as defined by the State of Iowa law.

§ 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

(Paragraph Deleted)

§ 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.)

Joe Jennison, Community Development Specialist
City of Mount Vernon
213 First Street NW
Mount Vernon, IA 52314

Init.

Telephone: 319-895-8742

§ 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.)

City of Mount Vernon, Iowa City Council, Individual Building Owners

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

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

- .1 Geotechnical Engineer: Not- Applicable
- .2 Civil Engineer: Not- Applicable
- .3 Other, if any:
Hazardous Materials Testing and Abatement Contractor(s) if required.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

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

Kyle Martin, AIA, LEED AP, President
Bethany Jordan, AIA, Project Architect
Martin Gardner Architecture, P.C.
700 11th Street
Suite 200
Marion, IA 52302
Telephone Number: 319-200-8499
Email Address: bethanyj@martingardnerarch.com

§ 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: (The Architect reserves the right to change Consultants, and will notify the Owner if such a change is required.)

- .1 Structural Engineer:
Not-Applicable
- .2 Mechanical Engineer:
Not-Applicable
- .3 Electrical Engineer:
Not-Applicable

§ 1.1.11.2 Consultants retained under Supplemental Services:

No Structural Engineering services have been retained at this time for the Project. Should any building included in this Project require mediation of unknown conditions the Architect will hire a Structural Engineer as an additional service.

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

Building improvements shall conform to the Secretary of Interior Standards and CDBG Standards and the Build America, Buy America Act.

The Owner has retained the Grant Writing and Grant Administration Services of East Central Iowa Council of Governments (ECICOG), 700 16th Street NE, Cedar Rapids, IA 52402.

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§ 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. See attached Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated July 29, 2025.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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 and limited to 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. Such standard of care is not a warranty or guarantee and the Architect shall have no such obligation. Accordingly, the Owner should prepare and plan for clarifications and modifications which may impact both the cost and schedule 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 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.

§ 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 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.

§ 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.

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§ 2.5.5 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.

§ 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 and Zero Cents (\$ 1,000,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) 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.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner 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.

§ 3.2 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 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. Any changes requested by the Owner to the Schematic Design Documents, after the Owner has previously given written approval of these documents, will be charged for as an Additional Service at the hourly rates as shown in Article 11.7, or by an amount agreed upon in advance. The Architect will not proceed with the Design Development Phase of Services until the Owner has paid in full, or made a good faith payment or payments for the Schematic Design Phase Services.

§ 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. If the estimate of the Cost of the Work increases by Ten Percent (10.00%) or more from the Owner's budget for the Cost of the Work provided in the Initial Information, not due to the fault of the Architect, the Architect reserves the right to increase its Compensation set forth in Article 11 by the percentage that the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work provided in the Initial Information or by an amount agreed upon by the Owner in advance.

§ 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. Any changes requested by the Owner to the Schematic Design or Design Development Documents, after the Owner has previously given written approval of these documents, will be charged for as an Additional Service at the hourly rates as shown in

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Article 11.7, or by an amount agreed upon in advance. The Architect will not proceed with the Construction Documents Phase of Services until the Owner has paid in full, or made a good faith payment or payments for the Design Development Phase and subsequent phases of Services.

§ 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.

§ 3.4.3.1 The Architect shall prepare on its own form the Notice to Bidders and post said Notice on behalf of the Owner as required by the State of Iowa Code Chapter 26. However, the Architect shall not prepare or post on behalf of the Owner any public notices as may be required by the Owner's code of ordinances and/or policies.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3. If the estimate of the Cost of the Work increases by Ten Percent (10.00%) or more from the Owner's budget for the Cost of the Work provided in the Initial Information, not due to the fault of the Architect, the Architect reserves the right to increase its Compensation set forth in Article 11 by the percentage that the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work provided in the Initial Information or by an amount agreed upon by the Owner in advance.

§ 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. Any changes requested by the Owner to the Schematic Design, Design Development, or Construction Documents, after the Owner has previously given written approval of these documents, will be charged for as an Additional Service at the hourly rates as shown in Article 11.7, or by an amount agreed upon in advance. The Architect will not proceed with the Procurement Phase of Services until the Owner has paid in full, or made a good faith payment or payments for the Construction Documents Phase and subsequent phases of Services.

§ 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;

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- .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. Additional Services will be charged at the hourly rates shown in Article 11.7 when substitutions require extensive research greater than two (2) hours of the Architect or Architect's Consultant time, per substitution.

§ 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. Additional Services will be charged at the hourly rates shown in Article 11.7 when substitutions require extensive research greater than two (2) hours of the Architect or Architect's Consultant time, per substitution.

§ 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. 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 at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract

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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 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

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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, 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 - Omit the following table in Article 4.1.1 and replace with attached Exhibit B - Supplemental Services Table 4.1.1 dated July 29, 2025.

§ 4.1 Supplemental Services

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

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§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

See attached Exhibit B - Supplemental Services Table 4.1.1 dated July 29, 2025.

§ 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.)

See attached Exhibit B - Supplemental Services Table 4.1.1 dated July 29, 2025.

§ 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 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 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 The Architect shall provide site visits during construction of the Project as appropriate to the nature of the Project. Included in this Agreement are Twelve (12) visits to the site by the Architect during construction. When this number is reached, the Architect shall notify the Owner. The Architect shall conduct site visits in excess of that number as an Additional Service; additional site visits will be charged for a flat rate of \$1,000.00 per visit
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents; additional meetings will be charged for a flat rate of \$1,000.00 per visit
- .4 One (1) inspections for any portion of the Work to determine final completion; additional meetings will be charged for a flat rate of \$1,000.00 per visit.

§ 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. Services past 60 days will be billed as an Additional Service using the Hourly Rates as shown in Article 11.7.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.2.6 Any services provided by the Architect more than Thirty (30) days after the date listed on the Certificate of Substantial Completion, not due to the fault of the Architect, shall be billed as an Additional Service using the hourly rates shown in Article 11.7.

§ 4.2.7 Authority Having Jurisdiction (AHJ) Plan Reviews

The Architect shall prepare and submit plans, drawings, and other required documents for review and approval by the applicable Authority Having Jurisdiction (AHJ), which is the City of Mount Vernon as part of the Project's design process. The Architect shall address review comments and make reasonable revisions as necessary to comply with applicable codes, regulations, and standards enforced by the AHJ.

If the Owner or project requirements necessitate a change in the designated AHJ after the Architect has commenced work, the Architect shall provide services to accommodate the new AHJ as an Additional Service. The Owner

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agrees to compensate the Architect for such Additional Services in accordance with the terms outlined in this Agreement.

The Owner acknowledges that the AHJ's review process, comments, or requirements may result in changes to the Project's design, scope, or schedule. The Architect shall not be responsible for delays or additional costs arising from such changes beyond the Architect's reasonable control.

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. See attached Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated July 29, 2025.

§ 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.

§ 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.

§ 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.

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§ 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. Communications between the Owner and Contractor where the Owner fails to include the Architect in said communications that effects the scope of the Project or the Architect's services the Owner hereby agrees to release, hold harmless, defend, and indemnify the Architect from any and all claims, damages, losses, of costs associated with or arising out of such reduction, expansion, and/or alteration in the scope and services of the Project in which the Architect did not participate.

§ 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.

§ 5.16 Accessibility Compliance

The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), the Fair Housing Act (FHA), and other federal, state, and local accessibility laws, rules, codes, ordinances, and regulations (collectively, "Accessibility Requirements") are subject to varying and potentially conflicting interpretations. The Architect shall exercise reasonable professional efforts and judgment to interpret applicable Accessibility Requirements as they pertain to the Project, based on those in effect as of the date of this Agreement. However, the Architect does not warrant or guarantee compliance with all potential interpretations of Accessibility Requirements and shall not be liable for non-compliance with such interpretations.

The Owner acknowledges its responsibility to determine the full extent of its obligations under Accessibility Requirements, including whether such requirements apply to the Project, the extent of modifications deemed readily achievable under the ADA, and any necessary alterations for improved disability access. If requested by the Architect, and at the expense of the Owner, the Owner shall retain a qualified Accessibility Consultant to review the Project's plans, specifications, and construction for compliance with Accessibility Requirements. Should the Owner fail to retain an Accessibility Consultant, the Owner agrees to release, defend, indemnify, and hold harmless the Architect, including its officers, directors, employees, and subconsultants, from any claims, damages, liabilities, or costs arising from or related to Accessibility Issues.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include 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

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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.

§ 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 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 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. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 Construction Contingency

§ 6.8.1 The Construction Contingency is established for the purpose of addressing unknown, concealed conditions, or unforeseen circumstances that arise during the course of construction. The Construction Contingency shall only be utilized for items that could not reasonably have been anticipated at the time of design or construction contract award and that are necessary to achieve the intended scope, quality, and functionality of the Project. Permitted uses of the Construction Contingency include, but are not limited to:

1. Unanticipated site conditions, such as unexpected subsurface materials or hidden structural elements.
2. Modifications required to ensure compliance with applicable building codes or regulations discovered after construction begins.
3. Adjustments or enhancements that improve the long-term value, performance, or sustainability of the Project, provided such adjustments align with the Project's overall scope and intent.

§ 6.8.2 The Construction Contingency shall not be used to fund Owner-requested changes to the Project, including but not limited to:

1. Changes to the scope, design, or program requested by the Owner after the commencement of construction.
2. Aesthetic modifications or additions not necessitated by unforeseen conditions.
3. Changes that alter the approved budget, schedule, or scope without prior written agreement.

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§ 6.8.3 All use of the Construction Contingency must be reviewed and approved in writing by the Architect and/or Owner, as applicable, prior to implementation. Any unused portion of the Construction Contingency shall remain the property of the Owner unless otherwise agreed upon in writing.

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. 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 waivers in favor of the other parties enumerated herein.

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§ 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.

§ 8.1.4 Certificate of Merit

The Owner shall make no claim for professional negligence, either directly or by way of a cross complaint against the Architect unless the Owner has first provided the Architect with a written certification executed by an independent Architect currently practicing in the same discipline as the Architect and licensed in the State of Iowa. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a Architect performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to the Architect not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Associations in accordance with its Construction Industry Mediations 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. 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.)

(Paragraph Deleted)

☒ [X] Litigation in a court of competent jurisdiction

(Paragraph Deleted)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Indemnification

The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, including its officers, directors, and employees (collectively, "Owner"), from damages or liabilities to the extent caused by the Architect's negligent performance of professional services under this Agreement, including the acts or omissions of its subconsultants or others for whom the Architect is legally responsible.

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Similarly, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, including its officers, directors, employees, and subconsultants (collectively, "Architect"), from damages or liabilities to the extent caused by the Owner's negligent acts, errors, or omissions in connection with the Project, including those of its contractors, subcontractors, consultants, or others for whom the Owner is legally responsible.

Neither party shall be
(Paragraphs Deleted)

obligated to indemnify the other for damages or liabilities arising from the other party's own negligence.

Notwithstanding the foregoing, the Architect's obligation to indemnify the Owner shall not include any duty to defend the Owner against claims, causes of action, or proceedings of any kind.

§ 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.

§ 9.5.1 If the Owner terminates, modifies or reduces any portion of the Architect's services under this Agreement, the Owner shall indemnify, and hold the Architect and its consultants harmless from and against damages, losses and judgments arising from claims by the Owner or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities the Architect did not provide or in which the Architect did not participate.

§ 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.)

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.1 Termination Fee:

See Article 14.1.14 in the attached Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated July 29, 2025.

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

Fifty Percent (50.00%) of the Architect's total fee as shown in Article 11.1 below.

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 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.

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

§ 10.10 All of the Architect's communications, actions, and documentation relative to the Project shall be covered by this Agreement.

§ 10.11 The Architect's services shall be limited to those expressly set forth in this Agreement, and the Architect shall have no other obligations or responsibilities for the Project except as agreed to in writing or as provided in this Agreement.

§ 10.12 The Architect's commitments as set forth in the Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event the Owner later elects to unilaterally reduce or expand the Architect's scope of services without written approval by the Architect to this Agreement, the Owner hereby agrees to release, hold harmless, defend, and indemnify the Architect from any and all claims, damages, losses, or costs associated with or arising out of such reduction or expansion of services.

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)

Thirty-five Thousand Four Hundred Dollars and Zero Cents (\$35,400.00).

(Paragraph Deleted)

This amount is for the Schematic Design Phase and Architectural services only. Upon the successful receipt of the Grant the Architect will write an amendment to this Agreement to include the remaining services.

This fee is for 16 building facades as shown in this Agreement. See also attached Exhibit C – Professional Services Proposal dated July 28, 2025 for more information.

(Paragraph Deleted)

§ 11.1.1.1 For the Architect's consultants expense the compensation shall be the expenses incurred by the Architect plus Two percent (2.00%) of the expenses incurred.

§ 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.)

See attached Exhibit B - Supplemental Services Table 4.1.1 dated July 29, 2025.

§ 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.)

Hourly Rates as shown in Article 11.7, unless a fee proposal is approved by the Architect at the time that the Additional Services are authorized.

§ 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 (10.00 %).

(Paragraph Deleted)

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

Schematic Design Phase	One Hundred	percent (100	%)
------------------------	-------------	-----------	-----	----

§ 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.)*

Expert witness and testimony provided by the Architect will be billed at twice the hourly rates as shown below.

Employee or Category	Rate (\$0.00)
Principal Architect	\$239.00 per hour
Architect	\$110.00 - \$220.00 per hour
Project Manager	\$150.00 - \$220.00 per hour
Design Staff	\$100.00 - \$160.00 per hour
Administrative/Clerical	\$100.00 - \$250.00 per hour
School Intern	\$50.00 per hour
Consultants	At their standard hourly rates.

§ 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 (10.00 %) 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.)

Not-Applicable

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 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.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

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

18.00 % per annum

§ 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. In the event the Owner disputes any portion of an invoice, the Owner shall pay all undisputed portions of such invoice as required by this Agreement. Furthermore, the Owner shall not withhold any payment or portion thereof as an offset to any current or future claim. The Owner may only withhold payment as to those specific services the Owner claims were improperly performed. See Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated July 29, 2025.

§ 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.

§ 11.10.2.4 The Architect reserves the right at its sole discretion to delay or deny in whole or in part the release of its Instruments of Service including but not limited to Schematic Design, Design Development, and Construction

Init.

Documents for use by the Owner and/or Contractor or other party if the Owner has amounts unpaid Forty-five (45) days after the date of invoice.

§ 11.10.2.4 The following payment methods, such as cash, check, bank transfer, or credit cards may be used to pay for the Architect's services. All credit card transactions shall bear a Three Percent (3.00%) surcharge to help offset the costs incurred by the Architect for providing said payment option. The surcharge amount shall be shown at the time of payment through the Architect's secure online payment portal via their website. However, no surcharge will be applied to other payment methods, such as cash, check, or bank transfer. The Architect at any time may disallow the use of credit cards as an acceptable payment method.

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.)

§ 12.1.1 This Agreement shall include miscellaneous consulting for related or future projects that may be requested by the Owner. Such services will be charged for as an Additional Service using the hourly rates as shown in Article 11.7 above unless other fee arrangements are requested.

§ 12.1.2 For Change Orders to the Construction Contract amount during the construction phase of the project, arising not from an error or omission by the Architect, the compensation to the Architect shall be Ten percent (10.00%) of the change order amount, regardless if it is an increase or decrease, and will be charged for as an additional service lump sum payment per change order.

§ 12.1.3 Should the Architect be requested or required to attend in-person or virtual City Council, Board of Supervisors, Board of Education, or other similar meetings the Architect will charge for time spent attending the meeting, including travel time to and from the meeting site, as an Additional Service at the hourly rates as shown above in Article 11.7 unless other fee arrangements are requested in advance.

§ 12.1.4 If, due to the Architect's negligence, a required item or component of the Project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs Deleted)

- .2 Exhibits:

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

(Paragraph Deleted)

Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated July 29, 2025.
(Paragraph Deleted)

Exhibit B - Supplemental Services Table 4.1.1 dated July 29, 2025.
Exhibit C - Professional Services Proposal dated July 28, 2025.
Exhibit D - CDBG Required Contract Provisions.

(Paragraph Deleted)

Init.

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User Notes:

(3B9ADA4F)

Notwithstanding any other provision of this Contract, Architect shall have no obligation to maintain this Contract unless and until the City of Mount Vernon, Iowa has provided Architect and/or Owner with a written notification that: (1) it has completed a federally required environmental review and its request for release of federal funds has been approved and, subject to any other Contingencies in the Contract, (a) the Contract may proceed to Section *(Paragraph Deleted)*

106 preparation, or (b) the Section 106 preparation may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the Section 106 preparation; or (2) it has been determined that the project is exempt from federal environmental and a request for release of funds is not required. The City of Mount Vernon, Iowa shall use its best efforts to conclude the environmental review of the property expeditiously.

See attached Exhibit D - Iowa 2024 CDBG Management Guide - Appendix 2 - Required Contract Language and Provisions.

This Agreement entered into as of the day and year first written above, signed by:

OWNER (Signature)

Thomas M. Wieseler Mayor
(Printed name and title)

ARCHITECT (Signature)

Kyle Martin, AIA, LEED AP President
(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for AIA® Document B101® – 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 17:38:13 ET on 07/29/2025.

PAGE 1

AGREEMENT made as of the Twenty-ninth day of July in the year Two Thousand Twenty-five.

...

City of Mount Vernon
213 First Street NW
Mount Vernon, IA 52314
Telephone No: 319-895-8742

...

Martin Gardner Architecture, P.C.
700 11th Street
Suite 200
Marion, IA 52302
Telephone Number: 319-377-7604

...

Mount Vernon CDBG Downtown Revitalization
Mount Vernon Facade improvements for 16 buildings located in the downtown business district of Mount Vernon, IA.

PAGE 2

TABLE OF ARTICLES

...

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

...

Facade improvements 16 building storefronts located in the downtown business district of Mount Vernon, Iowa. The program will be developed from meetings with the City and the individual building owners. Work is limited to storefront rehabilitation. No sidewalk streetscape work is included in this Project.

Refer to attached Exhibit B – Supplemental Services Table 4.1.1 dated July 29, 2025 for additional information regarding services that are and are not included in the Owner's program for the Project at this time.

...

16 building facades located in the downtown business district of Mount Vernon, Iowa. At this time, it is understood that the City of Mount Vernon will be the lessor of the properties under the Community Development Block Grant award program.

PAGE 3

To be determined as a part of the Pre-Application phase of work. The intention is to submit for a Community Development Block Grant (CDBG) to help fund the Project, and the contributions by the building owners will constitute the project budget. The City of Mount Vernon intends to help fund the project with an unspecified amount of additional funding, after a CDBG funding award is made. The final budget will not be known until all construction costs are confirmed by the bid process and final agreement to the cost of the improvements by the individual building owners.

The Project's Scope and Architect's Fees are based on the Initial Information shown in this Agreement and no less than the Owner's budget for the Cost of the Work. Refer to Article 3.2.6, 3.3.2 and 3.4.4 for changes to the Cost of the Work.

...

§ 1.1.4 The Owner's anticipated design and construction milestone ~~dates:dates~~. Milestone schedules will be maintained by the Architect during the course of the Project. The Architect will share with the Owner the initial Milestone schedule, and any subsequent changes to that schedule:

...

Preliminary Designs for each building façade to be included in the CDBG Grant submission to be completed prior to the Grant submission date as determined by the Iowa Economic Development Authority (IEDA).

...

To be determined dependent on the award of a CDBG funding award.

...

To be determined dependent on the award of a CDBG funding award.

...

To be determined dependent on the award of a CDBG funding award.

...

Public Bidding as defined by the State of Iowa law.

...

Not-Applicable

...

Joe Jennison, Community Development Specialist

City of Mount Vernon
213 First Street NW
Mount Vernon, IA 52314
Telephone: 319-895-8742

PAGE 4

City of Mount Vernon, Iowa City Council, Individual Building Owners

...

.1 Geotechnical Engineer: Not- Applicable

...

.2 Civil Engineer: Not- Applicable

...

Hazardous Materials Testing and Abatement Contractor(s) if required.

...

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

...

Kyle Martin, AIA, LEED AP, President
Bethany Jordan, AIA, Project Architect
Martin Gardner Architecture, P.C.
700 11th Street
Suite 200
Marion, IA 52302
Telephone Number: 319-200-8499
Email Address: bethanyj@martingardnerarch.com

...

§ 1.1.11.1 Consultants retained under Basic Services: (The Architect reserves the right to change Consultants, and will notify the Owner if such a change is required.

...

Not-Applicable -

...

Not-Applicable -

...

Not-Applicable -

...

No Structural Engineering services have been retained at this time for the Project. Should any building included in this Project require mediation of unknown conditions the Architect will hire a Structural Engineer as an additional service.

...

Building improvements shall conform to the Secretary of Interior Standards and CDBG Standards and the Build America, Buy America Act.

The Owner has retained the Grant Writing and Grant Administration Services of East Central Iowa Council of Governments (ECICOG), 700 16th Street NE, Cedar Rapids, IA 52402.

PAGE 5

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use of, and reliance on, of Instruments of Service or any other information or documentation in digital form. See attached Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated July 29, 2025.

...

§ 1.3.1 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 and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

§ 2.2 The Architect shall perform its services consistent with and limited to 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. Such standard of care is not a warranty or guarantee and the Architect shall have no such obligation. Accordingly, the Owner should prepare and plan for clarifications and modifications which may impact both the cost and schedule of the Project.

...

§ 2.5.1 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.

...

§ 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 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.

PAGE 6

§ 2.5.5 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.

...

§ 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 and Zero Cents (\$ 1,000,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) 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~~ 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.

...

§ 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.

PAGE 7

§ 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. Any changes requested by the Owner to the Schematic Design Documents, after the Owner has previously given written approval of these documents, will be charged for as an Additional Service at the hourly rates as shown in Article 11.7, or by an amount agreed upon in advance. The Architect will not proceed with the Design Development Phase of Services until the Owner has paid in full, or made a good faith payment or payments for the Schematic Design Phase Services.

...

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3. If the estimate of the Cost of the Work increases by Ten Percent (10.00%) or more from the Owner's budget for the Cost of the Work provided in the Initial Information, not due to the fault of the Architect, the Architect reserves the right to increase its Compensation set forth in Article 11 by the percentage that the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work provided in the Initial Information or by an amount agreed upon by the Owner in advance.

PAGE 8

§ 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. Any changes requested by the Owner to the Schematic Design or Design Development Documents, after the Owner has previously given written approval of these documents, will be charged for as an Additional Service at the hourly rates as shown in Article 11.7, or by an amount agreed upon in advance. The Architect will not proceed with the Construction

Documents Phase of Services until the Owner has paid in full, or made a good faith payment or payments for the Design Development Phase and subsequent phases of Services.

...

§ 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.

...

§ 3.4.3.1 The Architect shall prepare on its own form the Notice to Bidders and post said Notice on behalf of the Owner as required by the State of Iowa Code Chapter 26. However, the Architect shall not prepare or post on behalf of the Owner any public notices as may be required by the Owner's code of ordinances and/or policies.

...

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

...

If the estimate of the Cost of the Work increases by Ten Percent (10.00%) or more from the Owner's budget for the Cost of the Work provided in the Initial Information, not due to the fault of the Architect, the Architect reserves the right to increase its Compensation set forth in Article 11 by the percentage that the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work provided in the Initial Information or by an amount agreed upon by the Owner in advance.

...

§ 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. Any changes requested by the Owner to the Schematic Design, Design Development, or Construction Documents, after the Owner has previously given

...

written approval of these documents, will be charged for as an Additional Service at the hourly rates as shown in Article 11.7, or by an amount agreed upon in advance. The Architect will not proceed with the Procurement Phase of Services until the Owner has paid in full, or made a good faith payment or payments for the Construction Documents Phase and subsequent phases of Services.

PAGE 9

§ 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. Additional Services will be charged at the hourly rates shown in Article 11.7 when substitutions require extensive research greater than two (2) hours of the Architect or Architect's Consultant time, per substitution.

...

§ 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. Additional Services will be charged at the hourly rates shown in Article 11.7 when substitutions require extensive research greater than two (2) hours of the Architect or Architect's Consultant time, per substitution.

PAGE 12

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES - Omit the following table in Article 4.1.1 and replace with attached Exhibit B - Supplemental Services Table 4.1.1 dated July 29, 2025.

...

§ 4.1.1 The services ~~listed below~~ set forth in Exhibit B 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 Exhibit B~~ 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.

PAGE 13

See attached Exhibit B - Supplemental Services Table 4.1.1 dated July 29, 2025.

...

See attached Exhibit B - Supplemental Services Table 4.1.1 dated July 29, 2025.

PAGE 14

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

- .2 The Architect shall provide site visits during construction of the Project as appropriate to the nature of the Project. Included in this Agreement are Twelve (12) visits to the site by the Architect during construction. When this number is reached, the Architect shall notify the Owner. The Architect shall conduct site visits in excess of that number as an Additional Service; additional site visits will be charged for a flat rate of \$1,000.00 per visit

...

- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract ~~Documents~~ Documents; additional meetings will be charged for a flat rate of \$1,000.00 per visit

...

- .4 One (1) inspections for any portion of the Work to determine final ~~completion~~ completion; additional meetings will be charged for a flat rate of \$1,000.00 per visit.

...

§ 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. Services past 60 days will be billed as an Additional Service using the Hourly Rates as shown in Article 11.7.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 4.2.6 Any services provided by the Architect more than Thirty (30) days after the date listed on the Certificate of Substantial Completion, not due to the fault of the Architect, shall be billed as an Additional Service using the hourly rates shown in Article 11.7.

...

§ 4.2.7 Authority Having Jurisdiction (AHJ) Plan Reviews

...

The Architect shall prepare and submit plans, drawings, and other required documents for review and approval by the applicable Authority Having Jurisdiction (AHJ), which is the City of Mount Vernon as part of the Project's design process. The Architect shall address review comments and make reasonable revisions as necessary to comply with applicable codes, regulations, and standards enforced by the AHJ.

PAGE 15

If the Owner or project requirements necessitate a change in the designated AHJ after the Architect has commenced work, the Architect shall provide services to accommodate the new AHJ as an Additional Service. The Owner agrees to compensate the Architect for such Additional Services in accordance with the terms outlined in this Agreement.

...

The Owner acknowledges that the AHJ's review process, comments, or requirements may result in changes to the Project's design, scope, or schedule. The Architect shall not be responsible for delays or additional costs arising from such changes beyond the Architect's reasonable control.

...

§ 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. See attached Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated July 29, 2025.

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§ 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. Communications between the Owner and Contractor where the Owner fails to include the Architect in said communications that effects the scope of the Project or the Architect's services the Owner hereby agrees to release, hold harmless, defend, and indemnify the Architect from any and all claims, damages, losses, of costs associated with or arising out of such

reduction, expansion, and/or alteration in the scope and services of the Project in which the Architect did not participate.

...

§ 5.16 Accessibility Compliance

...

The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), the Fair Housing Act (FHA), and other federal, state, and local accessibility laws, rules, codes, ordinances, and regulations (collectively, "Accessibility Requirements") are subject to varying and potentially conflicting interpretations. The Architect shall exercise reasonable professional efforts and judgment to interpret applicable Accessibility Requirements as they pertain to the Project, based on those in effect as of the date of this Agreement. However, the Architect does not warrant or guarantee compliance with all potential interpretations of Accessibility Requirements and shall not be liable for non-compliance with such interpretations.

...

The Owner acknowledges its responsibility to determine the full extent of its obligations under Accessibility Requirements, including whether such requirements apply to the Project, the extent of modifications deemed readily achievable under the ADA, and any necessary alterations for improved disability access. If requested by the Architect, and at the expense of the Owner, the Owner shall retain a qualified Accessibility Consultant to review the Project's plans, specifications, and construction for compliance with Accessibility Requirements.

...

Should the Owner fail to retain an Accessibility Consultant, the Owner agrees to release, defend, indemnify, and hold harmless the Architect, including its officers, directors, employees, and subconsultants, from any claims, damages, liabilities, or costs arising from or related to Accessibility Issues.

PAGE 17

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect 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. 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

...

§ 6.8 Construction Contingency

...

§ 6.8.1 The Construction Contingency is established for the purpose of addressing unknown, concealed conditions, or unforeseen circumstances that arise during the course of construction. The Construction Contingency shall only be utilized for items that could not reasonably have been anticipated at the time of design or construction contract award and that are necessary to achieve the intended scope, quality, and functionality of the Project. Permitted uses of the Construction Contingency include, but are not limited to:

1. Unanticipated site conditions, such as unexpected subsurface materials or hidden structural elements.

2. Modifications required to ensure compliance with applicable building codes or regulations discovered after construction begins.
3. Adjustments or enhancements that improve the long-term value, performance, or sustainability of the Project, provided such adjustments align with the Project's overall scope and intent.

...

§ 6.8.2 The Construction Contingency shall not be used to fund Owner-requested changes to the Project, including but not limited to:

1. Changes to the scope, design, or program requested by the Owner after the commencement of construction.
2. Aesthetic modifications or additions not necessitated by unforeseen conditions.
3. Changes that alter the approved budget, schedule, or scope without prior written agreement.

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§ 6.8.3 All use of the Construction Contingency must be reviewed and approved in writing by the Architect and/or Owner, as applicable, prior to implementation. Any unused portion of the Construction Contingency shall remain the property of the Owner unless otherwise agreed upon in writing.

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§ 8.1.4 Certificate of Merit

...

The Owner shall make no claim for professional negligence, either directly or by way of a cross complaint against the Architect unless the Owner has first provided the Architect with a written certification executed by an independent Architect currently practicing in the same discipline as the Architect and licensed in the State of Iowa. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a Architect performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to the Architect not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

...

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation-Mediations 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. Agreement. 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.

...

[] Arbitration pursuant to Section 8.3 of this Agreement

...

[X] Litigation in a court of competent jurisdiction

...

[-] Other: *(Specify)*

...

§ 8.3 Arbitration Indemnification

...

~~§ 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. The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, including its officers, directors, and employees (collectively, "Owner"), from damages or liabilities to the extent caused by the Architect's negligent performance of professional services under this Agreement, including the acts or omissions of its subconsultants or others for whom the Architect is legally responsible.~~

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~~§ 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. Similarly, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, including its officers, directors, employees, and subconsultants (collectively, "Architect"), from damages or liabilities to the extent caused by the Owner's negligent acts, errors, or omissions in connection with the Project, including those of its contractors, subcontractors, consultants, or others for whom the Owner is legally responsible.~~

...

~~§ 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. Neither party shall be~~

...

~~§ 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) obligated to indemnify the other for damages or liabilities arising from the other party's own negligence.

...

§ 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. Notwithstanding the foregoing, the Architect's obligation to indemnify the Owner shall not include any duty to defend the

...

§ 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. Owner against claims, causes of action, or proceedings of any kind.

...

§ 9.5.1 If the Owner terminates, modifies or reduces any portion of the Architect's services under this Agreement, the Owner shall indemnify, and hold the Architect and its consultants harmless from and against damages, losses and judgments arising from claims by the Owner or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities the Architect did not provide or in which the Architect did not participate.

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See Article 14.1.14 in the attached Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated July 29, 2025.

...

Fifty Percent (50.00%) of the Architect's total fee as shown in Article 11.1 below.

...

§ 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 located.~~

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§ 10.10 All of the Architect's communications, actions, and documentation relative to the Project shall be covered by this Agreement.

...

§ 10.11 The Architect's services shall be limited to those expressly set forth in this Agreement, and the Architect shall have no other obligations or responsibilities for the Project except as agreed to in writing or as provided in this Agreement.

...

§ 10.12 The Architect's commitments as set forth in the Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event the Owner later elects to unilaterally reduce or expand the Architect's scope of services without written approval by the Architect to this Agreement, the Owner hereby agrees to release, hold harmless, defend, and indemnify the Architect from any and all claims, damages, losses, or costs associated with or arising out of such reduction or expansion of services.

...

Thirty-five Thousand Four Hundred Dollars and Zero Cents (\$35,400.00).

...

.2 — Percentage Basis

...

(Insert percentage value)

...

() % of the Owner's budget for the Cost of the Work. This amount is for the Schematic Design Phase and Architectural services only. Upon the successful receipt of the Grant the Architect will write an amendment to this Agreement to include the remaining services.

...

as calculated in accordance with Section 11.6. This fee is for 16 building facades as shown in this Agreement. See also attached Exhibit C – Professional Services Proposal dated July 28, 2025 for more information.

...

.3 — Other

...

(Describe the method of compensation) § 11.1.1.1 For the Architect's consultants expense the compensation shall be the expenses incurred by the Architect plus Two percent (2.00%) of

...

the expenses

...

incurred.

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See attached Exhibit B - Supplemental Services Table 4.1.1 dated July 29, 2025.

...

Hourly Rates as shown in Article 11.7, unless a fee proposal is approved by the Architect at the time that the Additional Services are authorized.

...

§ 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 (%), ~~or as follows: 10.00 %~~.

...

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

...

<u>Schematic Design Phase</u>	<u>One Hundred</u>	<u>percent (</u>	<u>100</u>	<u>%)</u>
Schematic Design Phase		percent (%)
Design Development Phase		percent (%)
Construction Documents		percent (%)
Phase				
Procurement Phase		percent (%)
Construction Phase		percent (%)
<u>Total Basic Compensation</u>	<u>one hundred</u>	<u>percent (</u>	<u>100</u>	<u>%)</u>

...

Expert witness and testimony provided by the Architect will be billed at twice the hourly rates as shown below.

...

<u>Principal Architect</u>	<u>\$239.00 per hour</u>
<u>Architect</u>	<u>\$110.00 - \$220.00 per hour</u>
<u>Project Manager</u>	<u>\$150.00 - \$220.00 per hour</u>
<u>Design Staff</u>	<u>\$100.00 - \$160.00 per hour</u>
<u>Administrative/Clerical</u>	<u>\$100.00 - \$250.00 per hour</u>
<u>School Intern</u>	<u>\$50.00 per hour</u>
<u>Consultants</u>	<u>At their standard hourly rates.</u>

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus Ten percent (10.00 %) of the expenses incurred.

...

Not-Applicable

...

§ 11.10.1.1 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.

...

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00) 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.

...

§ 11.10.2.1 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.

...

18.00 % per annum

...

§ 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. In the event the Owner disputes any portion of an invoice, the Owner shall pay all undisputed portions of such invoice as required by this Agreement. Furthermore, the Owner shall not withhold any payment or portion thereof as an offset to any current or future claim. The Owner may only withhold payment as to those specific services the Owner claims were improperly performed. See Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated July 29, 2025.

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§ 11.10.2.4 The Architect reserves the right at its sole discretion to delay or deny in whole or in part the release of its Instruments of Service including but not limited to Schematic Design, Design Development, and Construction Documents for use by the Owner and/or Contractor or other party if the Owner has amounts unpaid Forty-five (45) days after the date of invoice.

...

§ 11.10.2.4 The following payment methods, such as cash, check, bank transfer, or credit cards may be used to pay for the Architect's services. All credit card transactions shall bear a Three Percent (3.00%) surcharge to help offset the costs incurred by the Architect for providing said payment option. The surcharge amount shall be shown at the time of payment through the Architect's secure online payment portal via their website. However, no surcharge will be applied to other payment methods, such as cash, check, or bank transfer. The Architect at any time may disallow the use of credit cards as an acceptable payment method.

...

§ 12.1.1 This Agreement shall include miscellaneous consulting for related or future projects that may be requested by the Owner. Such services will be charged for as an Additional Service using the hourly rates as shown in Article 11.7 above unless other fee arrangements are requested.

§ 12.1.2 For Change Orders to the Construction Contract amount during the construction phase of the project, arising not from an error or omission by the Architect, the compensation to the Architect shall be Ten percent (10.00%) of the change order amount, regardless if it is an increase or decrease, and will be charged for as an additional service lump sum payment per change order.

§ 12.1.3 Should the Architect be requested or required to attend in-person or virtual City Council, Board of Supervisors, Board of Education, or other similar meetings the Architect will charge for time spent attending the meeting, including travel time to and from the meeting site, as an Additional Service at the hourly rates as shown above in Article 11.7 unless other fee arrangements are requested in advance.

§ 12.1.4 If, due to the Architect's negligence, a required item or component of the Project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

...

~~.2—Building Information Modeling Exhibit, if completed:~~

...

~~.3—.2 Exhibits:~~

...

~~[]—AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~

...

Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated July 29, 2025.

...

~~(Insert the date of the E204 2017 incorporated into this agreement.)~~

...

Exhibit B - Supplemental Services Table 4.1.1 dated July 29, 2025.

...

Exhibit C – Professional Services Proposal dated July 28, 2025.

...

Exhibit D – CDBG Required Contract Provisions.

...

[] — Other Exhibits incorporated into this Agreement:

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~~(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)~~ Notwithstanding any other provision of this Contract, Architect shall have no obligation to maintain this Contract unless and until the City of Mount Vernon, Iowa has provided Architect and/or Owner with a written notification that: (1) it has completed a federally required environmental review and its request for release of federal funds has been approved and, subject to any other Contingencies in the Contract, (a) the Contract may proceed to Section

...

~~.4~~ — Other documents:

...

~~(List other documents, if any, forming part of the Agreement.)~~ 106 preparation, or (b) the Section 106 preparation may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the Section 106 preparation; or (2) it has been determined that the project is exempt from federal environmental and a request for release of funds is not required. The City of Mount Vernon, Iowa shall use its best efforts to conclude the environmental review of the property expeditiously.

...

See attached Exhibit D - Iowa 2024 CDBG Management Guide - Appendix 2 - Required Contract Language and Provisions.

...

Thomas M. Wieseler Mayor

Kyle Martin, AIA, LEED AP President

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Kyle Martin, 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 17:38:13 ET on 07/29/2025 under Order No. 4104245199 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

DocuSigned by:

47779F8F151744C...
(Signed)

President
(Title)

7/29/2025 | 17:45:49 CDT
(Dated)

Date: July 29, 2025

Project Name: Mount Vernon CDBG Downtown Revitalization

Exhibit A to Contract AIA B101-2017

Additional Contract Provisions and Modifications to the Standard Contract

14.1 ADDITIONAL CONTRACT PROVISIONS AND MODIFICATIONS TO THE STANDARD CONTRACT

14.1.1 Limitation of Liability: In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architects officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and Architects officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000 or the Architect's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

14.1.2 Deficiencies in Services: Payment by the Owner of any invoice of the Architect without any written objection shall be interpreted to mean that the Owner is satisfied with the Architect's services reflected in the invoice and is not aware in any deficiencies in the Architect's services.

14.1.3 Disputed Invoices: If the Owner objects to any portion of an invoice, the Owner shall so notify the Architect within ten (10) calendar days of the receipt of the invoice. The Owner shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated in paragraph 11.10.2.1 shall be paid by the Owner on all disputed invoiced amounts resolved in the Architect's favor and unpaid for more than thirty (30) calendar days after date of submission.

14.1.4 Collection Costs: In the event legal action is necessary to enforce the payment provisions of the Agreement, the Architect shall be entitled to collect from the Owner any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Architect in connection therewith and, in addition, the reasonable value of the Architect's time and expenses spent in connection with such collection action, computed at the Architect's prevailing fee schedule and expense policies.

14.1.5 Defects in Service: The Owner shall promptly report to the Architect any defects or suspected defects in the Architect's work or services of which the Owner becomes aware, so that the Architect may take measures to minimize the consequences of such a defect. The Owner warrants that he or she will impose a similar notification requirement on all contractors in his or her Owner/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Owner, and the Owner's contractors or subcontractors to notify the Architect, shall relieve the Architect of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

14.1.6 Electronic Files: Communication and information transfer is being conducted for this project in electronic form. The information and communications may include email, word processing, drawings, and other file transfers. It is acknowledged by the Owner that the information is being shared in this manner. Meetings where options and modifications are reviewed or discussed may only have information shared visually. Nothing in this agreement shall imply that the Architect is promising to supply computer software or hardware to the Owner or any Consultants or Contractors.

14.1.6.1 Electronic data formats for information to be shared with the Owner will include but not necessarily be limited to Adobe, Microsoft, and AutoCAD formats. Any changes to the electronic data formats by either the Owner or the Architect are subject to review and acceptance by the other party. Should the Owner be unable to utilize the file formats listed above, the Owner should at once notify the Architect of the problem.

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The Architect will endeavor to transfer the information into a different format, but shall not be responsible at any time to provide the Owner with software needed to read any data of any electronic data format. If the Architect is required to expend additional effort to incorporate changes to the electronic data formats made by the Owner, these efforts shall be compensated for as Additional Services. Should the Owner request that any Instruments of Service, progress or final construction documents, specifications, or correspondence be transmitted in electronic form to the Owner the terms of this agreement shall be extended to any electronic files, CADD or word-processing files, which are produced by the Architect for this project.

14.1.6.2 In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Architect, the Owner agrees that all such electronic files are instruments of service of the Architect, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

14.1.6.3 The Owner agrees not to reuse these electronic files, in whole or in part, for any purposes other than for the Project. The Owner agrees not to transfer these electronic files to others without the prior written consent of the Architect. The Owner further agrees to waive all claims against the Architect resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Architect.

14.1.6.4 Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic files shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

14.1.6.5 The Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Architect and electronic files, the signed or sealed hard-copy construction documents shall govern.

14.1.6.6 In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Architect or from any reuse of the electronic files without the prior written consent of the Architect.

14.1.6.7 Under no circumstances shall delivery of electronic files for use by the Owner be deemed a sale by the Architect, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Architect be liable for indirect or consequential damages as a result of the Owner's use or reuse of the electronic files.

14.1.7 Changed Conditions: The Owner and Architect agree that when changes in the project occur, this agreement may need to change. Changes may be required in light of occurrences or discoveries that were not originally contemplated or known by the Architect. Changes in the project which may necessitate re-negotiation of this contract shall include but not be limited to changes in the project scope, project budget, subsoil conditions, project delivery methods, regulatory changes or interpretations, and actions on the part of the Owner or Contractors that prolong the construction process, which are not the fault of the Architect. Should the Architect call for contract re-negotiation, the Architect shall identify the specific condition

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necessitating re-negotiation and the contract changes required. The Owner shall promptly respond to this notification and accept the change, propose an alternate contract modification or reject this change. Either party has the right to terminate this agreement in accordance with Article 9 of this Agreement.

- 14.1.8 Code Compliance: The Architect will exercise usual and customary professional care in his or her efforts to comply with all codes, regulations, and laws in effect as of the date of submission to local building code authorities. The Owner shall inform the Architect of any codes, regulations, or laws which are applicable to this project, and for which the Owner has information not commonly available within the construction industry.
- 14.1.9 Confidential Communications: The Architect may be required to report on the past or current qualifications and performance of others engaged or being considered for engagement directly or indirectly by the Owner, and to render opinions and advice in that regard. Those about whom reports and opinions are rendered may as a consequence initiate claims of libel or slander or other claim against the Architect. To help create an atmosphere in which the Architect feels free to express himself candidly in the interest of the Owner, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect, its officers, directors, employees and subconsultants (collectively Architect) harmless from any claim, liability, or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from such professional opinions and reports rendered by the Architect to the Owner or Owner's agents. For publicly bid projects the Architect will comply with public policy in reporting the reliability of the Contractor. The Architect will provide references of past experience with the Contractor, but the decision to hire the Contractor is solely that of the Owner.
- 14.1.10 The Architect will cooperate with the Owner to have hazardous material testing conducted on the project by a laboratory certified for this type of testing. If materials are identified in the course of that testing, the Owner agrees to hire a certified mitigation company to remove such materials from the project prior to start of the construction.
- 14.1.10 Known and Suspected Environmental Hazards: This paragraph supplements information outlined in Article 5. In consideration of the substantial risks to the Architect posed by the presence or suspected presence of asbestos or hazardous or toxic materials on or about the project site, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, his officers, directors, employees, agents, and independent consultants and any of them from all claims and losses, including reasonable attorney's fees and defense costs, arising out of, or in any way connected with, the performance or nonperformance of the obligations under this Agreement unless and until there has been an adjudication by a court forum of competent jurisdiction that the claims at issue are a direct result of the sole negligence of the Architect. The Architect will cooperate with the Owner to have hazardous material testing conducted on the project by a laboratory certified for this type of testing. If materials are identified in the course of that testing, the Owner agrees to hire a certified mitigation company to remove such materials from the project prior to start of the construction.
- 14.1.11 Contingency Fund: This paragraph supplements information outlined in Article 6 and specifically paragraph 6.3. The Owner and the Architect acknowledge that changes may be required because of possible changes in the Owner's requirements, omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Owner agrees to set aside a reserve in the amount of ten (10) percent of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Owner further agrees to make no claim by way of direct or third-party action against the Architect or his sub-consultants with respect to any payments within the limit of the contingency reserve made to the

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construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

14.1.12 Architect Services: Should the services of the Architect not be continued beyond the schematic or design development phases of this contract, it is understood that the drawings and other instruments of services are preliminary and not meant for construction. Further the Owner agrees to indemnify and hold harmless the Architect from any claims which may arise out of the use of such schematic designs for construction purposes.

14.1.13 Termination or Suspension of Services: In the event that the Owner fails to make payment upon any invoice within 60 days of the invoice date, the Architect may suspend or terminate services at his option in accordance with Article 9. The Architect also shall have no liability whatsoever to the Owner for any costs or damages as a result of such suspension or termination caused by any breach of this Agreement by the Owner and shall be entitled to termination expenses. Should the Architect agree to restart services on the project, he shall have the right to compensation for expenses incurred in the interruption and resumption of the Architect's services.

14.1.14 Termination Expenses: These expenses are in addition to compensation for contracted services, and include expenses, which are directly attributable to termination. Termination Expenses shall be the greater of One Thousand Dollars and Zero Cents (\$1,000), the actual documented cost of termination, or the amount computed as a percentage of the total compensation for the project earned to the time of termination as follows:

- 14.1.14.1 Twenty percent of the total compensation earned to date if termination occurs before or during the predesign, site analysis, master planning, schematic design, or similar project phase; or
- 14.1.14.2 Ten percent of the total compensation for services earned to date if termination occurs during the design development phase; or
- 14.1.14.3 Five percent of the total compensation for services earned to date if termination occurs during any subsequent phase;

	Supplemental Service	Description of Service	Phase of Service Provided	Party Responsible for Providing Additional Service	Form in which the information or service is provided, scope of the service provided, modifications to the standard service shown in this agreement, or special conditions adopted for this project.
4.1.1	<u>Scope of Services</u>	The work of this project is limited to the scope of service described by the CDBG grant for this project. Work beyond the scope of the grant will be considered an additional service. If such work is requested by a building owner or if in the course of the project additional work needed for the structural integrity of the building, the Architect will prepare a proposal for Additional services for review by the City of Mount Vernon and acceptance by the building.	All Phases	Architect	Work project prepared for this project is incorporated in the presentation materials and construction documents prepared for this project.
4.1.2	<u>Building Owner Contact</u>	The Building Owner will provide contact information, name, address, telephone, and email if available, to the City of Mount Vernon and the Architect. If this contact changes during the course of the project, the Building Owner will update such information.	Programming Phase	Building Owner	Correspondence with requested information.
4.1.3	<u>Simultaneous Construction</u>	Work performed on one of the project buildings by other contractors at the same time as the grant project is under	All Phases	Architect	Coordination of contractors will be charged for as an additional service.
4.1.4	<u>Communication, Chain of Command, and Project Administration</u>	The means by which information is communicated and by which the project is administered.	All Phases	City, Building Owners, ECICOG	The contract for Architectural Services is with the City of Mount Vernon. The representative designated by the City shall be the primary contact for project information, guidance, and direction on the project. The Architect will meet with Building Owners, with the City Representative present whenever possible. The Architect will communicate with ECICOG, IEDA, the Mount Vernon Building Department, and other agencies as needed for the project. The Architect will be the City of Mount Vernon's representative to the Contractors as outlined within this agreement.
4.1.5	<u>Building Owner Meetings</u>	Meetings with the Building Owners to review project scope, status, design, budget, or other project related topic.	Schematic Design	Architect with limitations	Architect will meet with the Building Owners as follows:
4.1.5.1			Schematic Design		Meeting 1- Review Building Owner's goals for the building and discuss how these goals relate to the scope of the project. Review CDBG budget, explain how budget was derived, explain our understanding of the project process and limitations, review project schedule, review other work on the building anticipated by the Building Owner, if any. Walk around building and discuss building elements in the project.
4.1.5.2			Schematic Design		Meeting 2- Review changes made to the Main Street design proposal where applicable or present building design concept prepared by the Architect. Discuss changes to project budget. Review colors shown in design concepts.
4.1.5.3			Schematic Design		Meeting 2.1- ADDITIONAL SERVICE- If the building Owner requires changes to the original building design concept, colors, or scope of work, the Architect shall prepare such changes and meet with the Owner again at the expense of the building Owner.
4.1.5.4			Construction Documents Phase, pending CDBG Grant Award		Meeting 3- Review Construction Documents with the Building Owner and discuss changes from the original design.
4.1.5.5			Bid Phase, pending CDBG Grant Award		Meeting 4- Construction bidding meeting. After receipt of Construction Bids, the Architect will conduct a joint meeting arranged for by the City Representative, to distribute bid results and answer questions of Building Owners. At this time the successful Contractor shall be introduced and the process and schedule for construction will be discussed.
4.1.5.6			Construction Phase, pending CDBG Grant Award		Construction Phase Meetings- The City Representative may invite Building Owners to meetings during construction for project updates. The Architect will attend up to 6 of these meetings that are to be held in conjunction with the monthly construction jobsite meeting.
4.1.6	<u>Work Beyond the Scope of the Grant</u>	Services requested by a building owner or required for the structural integrity of a structure that goes beyond the scope of the CDBG grant. Such services to be billed to the City of Mount Vernon for reimbursement by the Building Owner as a part of paying for the building work.	Any Phase	Architect	Materials may be added to the Construction Documents for bidding as a part of the overall project or bid separately depending upon requirements of IEDA.
4.1.7	<u>Existing Facilities Surveys</u>	Field verifying condition of the storefronts of the existing structures and identification of conditions requiring attention. The survey may include review of existing materials, repairs required, and building code review.	Construction Documents Phase, pending CDBG Grant Award	Architect	Construction Documents for ongoing services. Services to determine remedial and maintenance work required on the existing storefronts. No separate report will be provided for the overall building condition.

	<u>Supplemental Service</u>	<u>Description of Service</u>	<u>Phase of Service Provided</u>	<u>Party Responsible for Providing Additional Service</u>	<u>Form in which the information or service is provided, scope of the service provided, modifications to the standard service shown in this agreement, or special conditions adopted for this project.</u>
4.1.8	<u>Destructive Exploration</u>	Looking at the outside of a building does not tell the entire story about a building. Conditions hidden within walls, ceiling cavities, or under layers of finish hide information that indicate structural problems. To cut into these areas before the start of construction leads to a blemish on the building that is unsightly in the interim and if no faults are found requires patching and repair. The typical limitation upon architectural services is that building conditions are inferred without destructive exploration. Mortar and asbestos testing will be conducted by certified technicians and will employ destructive demolition of the surface of materials. See that section	Construction Documents Phase, pending CDBG Grant Award	Architect	The Architect will prepare work product from observations of the building and will not perform destructive demolition. If conditions appear to require destructive demolition, the Architect will notify the City Representative and the Building Owner and will work them to hire contractors to perform the demolition or in the case of minor investigation may elect to perform the service themselves. The obligation to conduct the investigation and repair the surface is up to the Building Owner to repair unless it can be included in the grant project.
4.1.9	<u>Preliminary Survey and Work Plans</u>	Assessment of the physical appearance of each building storefront and evaluation of its level of integrity, physical condition, probable historical significance of individual elements, and recommended work plan, whether historical or not. Assessment of the building requires access to the Architect and other consultants by the Owner.	Schematic Design	Architect	Schematic Design Documents and Project Schedule. No separate report will be provided
4.1.10	<u>Documentation of Existing Conditions</u>	Provide a record of the property storefronts as they now exist, which may include measured drawings, field notes, photographs, or other means of documentation of the storefronts.	Schematic Design	Architect	File photographs, notes, and measured drawings. The building storefronts in the project will be documented only as far as required for the scope of the renovations provided.
4.1.11	<u>Historic and Building Record Materials</u>	Drawings, photographs, plans, or other materials that describe the structure when it was built, as it was modified, or as it currently exists.	Schematic Design	Owner	Owner records. The Architect requests that the Building Owner provide copies of any historic photographs, grant applications, reports, or any other historic materials possessed by the Owner or their Consultants.
4.1.12	<u>Historic Tax Credits, National Trust Nominations, Building History Research, Archaeological Research, Historic Structure Report (HSR), and Historic American Building Survey/Historic American Engineering Record (HAER/HAER), and applications</u>	Researching the history of the building and site and preparation of standardized reports or drawings for purposes of building documentation and submission to historic agencies for grants, National Trust, or other national agencies beyond the scope of the CDBG grant which outlines the scope of this project	Ongoing	Owner	This project scope does not include any services for these or other programs
4.1.13	<u>Condition Survey</u>	Describe the condition of the building storefronts and identify the location of areas of concern. No finished report of the building conditions will be prepared for this project.	Schematic Design/Construction Documents, pending CDBG Grant Award	Architect	File photographs, notes, and measured drawings. Testing of structural elements, replacement of structural elements, such as beams, columns, or wall ties, and seismic reinforcement of the storefront are not included in this scope of services. Any services of a structural engineer will be an additional expense.
4.1.14	<u>Owner project contributions</u>	It is important the Building Owners understand the method by which their match to the grant dollars will be computed. At this time it is assumed that the Building Owner contribution to the project will be computed based upon the actual bids turned in by the successful General Contractor.			The Architect will require General Contractors to submit breakdowns of the individual building project costs. The project cost will be shown as one lump sum amount. Further detailed breakdowns may be requested from the General Contractors on a case by case basis but additional time spent by the Architect on these services will be charged for as Additional Services.
4.1.15	<u>Bidding Information</u>	Breakdowns of individual building costs. The process of publicly bidding a project is a hectic time for the contractors where project cost numbers are submitted by subcontractors at the last possible second and where errors are highly probable. Many people want to know the cost of their individual building project.	Bidding Phase	Architect	The Architect will require General Contractors to submit breakdowns of the individual building project costs. The project cost will be shown as one lump sum amount. Further detailed breakdowns may be requested from the General Contractors on a case by case basis but additional time spent by the Architect on these services will be charged for as Additional Services.
4.1.16	<u>Structural Investigation</u>	Visually review the existing storefront for indications of structural failure. Indicators will include masonry, stucco, or plaster cracking, excessive sagging of structural elements, separation of building materials, or deterioration of the material integrity due to crushing, weathering, or rot.	Schematic Design/Construction Documents, pending CDBG Grant Award	Architect	File photographs, notes, and measured drawings.
4.1.17	<u>Programming</u>	Identification of building uses and the spaces required to meet these uses	Programming Phase	Architect	Incorporated in Schedule of Spaces developed in Schematic Plans. Any programmatic changes after the Schematic Design has been approved by the Owner will be billed for as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.18	<u>Multiple Preliminary Designs</u>	Providing more initial design concepts than the agreed upon amount.	Schematic Design	Architect	Incorporated in Schematic Plans. No more than One (1) exterior schemes for Owner consideration. Each additional scheme will be billed for at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.19	<u>Measured Drawings</u>	Field verifying critical dimensions of existing buildings or site.	Not provided as all buildings are existing and no site improvements or changes are included in this project.	Not Provided	Incorporated in Schematic Plans. If additional field measurements or site survey for concealed conditions is required this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in

	Supplemental Service	Description of Service	Phase of Service Provided	Party Responsible for Providing Additional Service	Form in which the information or service is provided, scope of the service provided, modifications to the standard service shown in this agreement, or special conditions adopted for this project.
4.1.20	<u>Site Evaluation and Planning AIA Agreement B203-2017</u>	Analyzing and proposing alternative conceptual designs on alternate available building sites.	Not Provided	Architect	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.21	<u>Building Information Modeling (BIM)</u>	Computerized identification and coordination of building systems in a digital environment.	Not Provided	Architect	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.22	<u>Selective Demolition</u>	Remove portions of the structure or designated materials to determine materials, elements, or structural integrity.	Not Provided unless specifically requested by State Historic Preservation Office (SHPO)	Not Provided	Not Provided. Contemporary materials will be used in accordance Secretary of the Interior Guidelines.
4.1.23	<u>Mortar Analysis</u>	Analyze existing materials to determine material, colors, or content.	Construction Documents Phase, pending CDBG Grant Award	Mason to obtain mortar samples and Certified Lab to provide testing of samples.	The Architect will assist the City in obtaining proposals for these services, if required by the grant.
4.1.24	<u>Hazardous Material Identification and Assessment</u>	Identify mold, asbestos, lead, or other hazardous materials in the existing building materials. This testing allows proper removal or mitigation of materials affected by construction that might endanger construction workers or building occupants.	All Phases	Owner	The Architect will assist the City in obtaining proposals for these services, if requested. Asbestos testing proposals and Radon testing will be required. Mold testing proposals will be obtained only if building surveys reveal questionable materials or if requested by the City. It will be assumed that all paint on the project contains lead and the Contractors will be required to use workers certified in working with lead for the project. Further testing proposals for lead will be obtained only if requested by the City.
4.1.25	<u>Building Colors</u>	Selection of interior and exterior colors related to the scope of the project.	Schematic Design/Construction Documents, pending CDBG Grant Award	Architect	The Architect will prepare show color recommendations on the presentation drawings. The Owner may request one change in the colors of the Architect at no additional cost. Colors for the project are to be based upon historic photographs or colors compatible and appropriate with the existing brick color of the building, the adjacent buildings, and with colors considered historically.
4.1.26	<u>Awning</u>	Design of the shape and materials.	Construction Documents Phase, pending CDBG Grant Award	Architect	The Architect will propose and review awning fabric designs and samples with the building owner.
4.1.27	<u>Accessibility Evaluation and Design</u>	Survey of the storefront entrances to establish the degree of handicapped accessibility and redesign of entrances for accessibility. The scope of these services for this project is only for the design of new stairways shown in the Main Street concept design drawings and included in the CDBG application.	Schematic Design/Construction Documents, pending CDBG Grant Award	Architect with limitations	Accessibility design is limited to design of new stairways that have been included in the scope of the CDBG grant applications. New stairways will have risers and treads, handrails, and guardrails, designed in accordance with current ADA guidelines as reviewed by the City of Mount Vernon.
4.1.28	<u>Civil Engineering</u>	Design of the site for the proposed building.	Not Provided	Civil Engineer	Construction Documents
4.1.29	<u>Landscape Design</u>	Selection of decorative and sustainable plantings to surround the building and site.	Not Provided	Architect and/or Landscape Architect and/or Civil Engineer	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.30	<u>Architectural Interior Design</u>	Selection of wall, floor, ceiling, wood trim, doors, door frame, and other miscellaneous building construction related finishes and colors.	Not Provided	Owner, if desired	Interior work on this project is limited to interior areas directly affected by the exterior storefront work. Contractor's will be directed to match paint colors, but due to age and color variances in the existing matches may not be possible. Flooring, wallpaper, and other materials that must be touched by construction will not match existing materials exactly. Interior wood trim will be painted. Staining and varnishing of interior surfaces will only be provided as an additional service.
4.1.31	<u>Value Analysis AIA Document B204-2007</u>	Detailed comparative analysis of cost comparisons.	Not Provided	Architect	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.32	<u>Detailed Cost Estimating</u>	Provide construction costs in detailed format similar to the detail assembled by Contractors in preparing bids for the project.	Not Provided	Owner/General Contractor	The Architect provides opinions of construction cost as a part of basic services. These opinions provide some breakdown of costs. Detailed breakdown of costs can be obtained from specialized project estimating services that can be retained as an Additional Service.
4.1.33	<u>Bid Alternates</u>	A bid alternate is a defined portion of the Project that is priced separately and thus provides an option for the Owner in determining the final scope of the Project during bidding and is reflected in the Construction Documents. Alternates provide the Owner with a choice between different products or can define the addition or deletion of a portion of the Project.	Not Provided	Architect	Construction Documents and Bidding. If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.34	<u>Multiple Bid Packages</u>	Bidding the project in multiple bid packages rather than one lump sum bid amount.	Not Provided	Architect	Construction Documents and Bidding. If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.35	<u>Re-Bidding</u>	Rejection of the Project bids at the Owner's discretion and modifications of the Project scope for re-bidding purposes as reflected in revised Construction Documents for bidding.	Not Provided	Architect	Construction Documents and Bidding. If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.36	<u>Value Engineering</u>	Changes to the Documents after bids have been received in order to reduce the Project cost and/or scope.	Not Provided	Architect/Contractor	Design Development, Construction Documents, Bidding. If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.

	<u>Supplemental Service</u>	<u>Description of Service</u>	<u>Phase of Service Provided</u>	<u>Party Responsible for Providing Additional Service</u>	<u>Form in which the information or service is provided, scope of the service provided, modifications to the standard service shown in this agreement, or special conditions adopted for this project.</u>
4.1.37	<u>Extended On Site Project Representation</u>	Representation on the site by members of the Architectural team on a daily or extended basis. Basic services are outlined in Section 3.6.	Not Provided	Architect	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.38	<u>Confirmed Construction Documents</u>	A separate set of drawings prepared after bidding has completed to document any changes made during the bidding process. Normally not provided at this scale of project.	Not Provided	Architect	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.39	<u>As-Designed Record Drawings</u>	These are drawings which represent every design change in the project. These and As-Built Record Drawings are combined on this scale of project.	Provided as part of 4.1.20	Architect	If the Owner requests separate As-Designed Record Drawings, this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.40	<u>As-Constructed Record Drawings</u>	Drawings prepared at the end of the Construction Phase which reflect changes made in the project during construction. These drawings are prepared as the project progresses during construction. Each construction trade records their changes. The final record is submitted to the Architect for review prior to transmittal to the Owner.	Construction Phase, pending CDBG Grant Award	General Contractor (included in services covered by the Construction Contract)	As-Built Drawings: Architect's review of the as-built drawings prepared by the Contractors is included in the services covered by this agreement. If the Owner is requesting separate As-Built Record Drawings to be provided by the Architect, this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.41	<u>Post Occupancy Evaluation</u>	A formal review process hosted by the Architect for building users.	Not Provided	Architect	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.42	<u>Facility Support Services AIA Document B210-2017</u>	Documentation and surveys that support the operation of the facility.	Not Provided	Architect	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.43	<u>Tenant Related Services</u>	For use in buildings with rentable area.	Not Provided	Architect	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.44	<u>Architect Coordination of Owner's Consultants</u>	Answer questions, finalize pricing, and coordinate installation of equipment and systems provided by parties contracted for by the Owner directly and separate from the building design team.	As needed by the Owner	Architect	Possible separate consultants hired by the Owner include but are not limited to telephone equipment, data, security, and furniture.
4.1.45	<u>Telecommunications/Data Design</u>	Additional telephone and data equipment to supplement or replace the current equipment in the existing building.	Not Provided	Owner, if desired	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.46	<u>Security Evaluation and Planning AIA Document B206-2007</u>	Study of security needed for high level threats to building occupants. The AIA Contract Document B206-2007 includes extensive site and building design for security planning that go far beyond the budget of this project.	Not Provided	Owner/Architect	The Architect will provide as a part of this agreement for services, information about door security and other electronic systems. Floor plan design will consider visual security of the project. No dedicated studies or use of security consultants is included in the Project.
4.1.47	<u>Commissioning AIA Document B211-2007</u>	Commissioning is a process required as a part of the start up of LEED projects and certain Grant Programs.	Not Applicable	Architect and Commissioning Agent	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.48	<u>Sustainable Project Services pursuant to Section 4.1.3 AIA Document B204-2017</u>	Sustainability services as required in AIA Document B204-2017, Sustainable Projects Exhibit.	Not Provided	Architect	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.49	<u>Extensive Environmental Responsible Design</u>	Analysis of the entire universe of environmental responses to the building design and process. This has not been defined as a goal of the Owner for this Project.	Not Applicable	Architect	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.50	<u>LEED Certification AIA Document B214-2007</u>	LEED Certification has not been identified as a goal of the Owner for this Project.	Not Applicable	Architect	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.51	<u>Fast-Track Design Services</u>	This is a method of building design where a building starts construction before Construction Documents are completed. This has not been identified as a goal of the Owner for this Project.	Not Applicable	Architect	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.52	<u>Historic Preservation AIA Document B205-2001</u>	For use in historically significant or designated structures. The extent of this service is limited to the scope of the CDBG Grant.	Not Applicable	Owner	Not Provided in accordance with this document
4.1.53	<u>Furniture, Furnishings, and Equipment Design AIA Document B253-2007</u>	Selection, specification, and pricing of furniture, furnishings, and equipment for the Project	Not Applicable	Architect and/or Interior Designer	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at an agreed upon fee in advance.



Please note that the following hours represent our current best judgment as to the design staff assignments which will be made. We reserve the right to assign design staff as they become available and to make assignment based upon the best interests of the project. We also have made the following assignments based upon the current information available to us, if that information changes the fee estimate must likewise change.

***All meetings unless listed below are extra and shall be billed on an hourly basis**

General Administration Services

Site Visit and Kickoff Informational Meeting with Property Owners
Concurrence of Project Eligibility (Blight Threshold)
Virtual Meeting to Review Project Eligibility
Building Condition and Blight Ranking to ECICOG for Slum and Blight Survey
Ongoing Coordination with the City and ECICOG
Final Budget Cost (with Phasing Options, if needed)

Subtotal	\$ 13,000.00	Lump Sum
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Scope Per Individual Building

Meeting to Come Up With Preliminary Design (1 assumed)*
Develop Initial Design Rendering and Preliminary Cost Estimate
Meeting to Review and Sign-off on Design (1 assumed)*
Revise/Finalize Design Rendering and Preliminary Cost Estimate

Subtotal Per Building	\$ 1,400.00	per Building
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<u>TOTAL FEE FOR 16 BUILDINGS</u>	\$ 35,400.00
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Note 1- No reimbursable expenses are included in this proposal. All such expenses will be charged for as they are incurred. Reimbursable expenses will be primarily mileage and meals. Printing costs other expenses may be included if required for the project.

Note 2- This project proposal has been prepared predicated upon timely decisions being made by the Owner. The number of meetings shown in each phase is built upon this basis. Should the Owner require additional meetings to decide on project decisions the Architect will continue to provide services for such meetings but shall charge for the additional meetings and may charge for additional studies or documents required by the Owner in making these decisions.

Note 3- *Meetings with individual property owners are expected to be grouped together (back to back) as much as possible and take place on the same date.

Note 4- The contract will be based upon a set number of facades/renderings. Any facades, buildings, or addresses added to the scope of the project in addition to the agreed upon number will be considered Additional Services. In that case, MGA will work with the City to come to an agreed upon fee for those additional buildings.

Note 5- This proposal does not include writing or submitting the CDBG application, with exception of Building Condition/Slum and Blight Survey assistance to ECICOG.



Note 6- General Evaluation of Buildings will be limited to what is readily accessible and visible. Every effort will be made to identify structural deficiencies, but most structural issues are not apparent without exploratory demolition, which is not included in the proposal.

Note 7- This fee proposal is for the pre- CDBG application phase of the project. If the City is awarded the grant, we will provide a contract amendment with a proposal for construction documents and construction administration at that time.

Note 8- This proposal does not include Historian Services or updating ISIF's. We can provide that service if it is determined to be needed and will work with the City to come to an agreed upon fee for the addition service.

Hourly rates for computing services:

Principal Architect	\$239.00
Architect	\$110.00 - \$220.00
Project Manager	\$150.00 - \$220.00
Design Staff	\$100.00 - \$160.00
Administrative/Clerical	\$100.00 - \$250.00

Required Contract Provisions



REQUIRED CONTRACT LANGUAGE AND PROVISIONS

All project contracts shall contain at a minimum the following provisions, as appropriate.

ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain records, including supporting documentation, for the greater of three years after the date the Recipient is notified that the State CDBG contract has been closed with HUD..

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259
Equal Opportunity Housing
- Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

8. Build America, Buy America Requirements

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

ALL CONTRACTS IN EXCESS OF \$10,000

Federal Executive Orders 11246 and 11375:

Provides that no one be discriminated in employment.

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as

provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ALL CONTRACTS IN EXCESS OF \$100,000

Clean Air and Water Acts:

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000

Federal Labor Standards

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

Build America, Buy America



BABA FORMS, WAIVERS, AND RESOURCES

The following BABA materials are found on the IEDA website here, under "CDBG Management Guide – Fillable Forms PDFs" (Appendix 2) <https://www.iowaeda.com/cdbg/management-guide/>

- Claim Self-Certification Form
- BABA Waiver Request
- Project Items BABA Status Worksheet

LANGUAGE FOR INCLUSION IN BIDS AND SUBCONTRACTS

Build America, Buy America Procurement Bid Language

Sample Language for Inclusion into Professional Services Agreements

This agreement is for professional services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. While professional services are not subject to BABA, the Provider understands that they are responsible for ensuring that, absent a waiver by the Department of Housing and Urban Development, Provider shall not approve for use in this project, any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. Provider shall obtain all necessary compliance certificates for work that is within provider's scope of work. Failure to do so shall be a default under this agreement. Guidance on complying with BABA is outlined by Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Sample Language for Inclusion into Advertisement for Bids

This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Contractor shall include Manufacturer's Certification for BABA requirements for all BABA-covered items to be incorporated into the infrastructure project. Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABA documentation.

For any change orders, Contractor shall provide BABA documentation for any new products or materials required by the change.

Contractor shall designate the responsible parties for determining the final classifications for all project items.

Certificate Of Completion

Envelope Id: 7FA70774-DFD3-46A2-A5C6-5E866150A10E

Status: Delivered

Subject: B101-Mount Vernon CDBG Downtown Revitalization-Standard Form of Owner/Architect Agreement & Exhibits

Source Envelope:

Document Pages: 62

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Kristin Nepl

AutoNav: Enabled

700 11th St., Ste. 200

Envelopeld Stamping: Enabled

Marion, IA 52302

Time Zone: (UTC-06:00) Central Time (US & Canada)

kristinn@martingardnerarch.com

IP Address: 209.252.174.26

Record Tracking

Status: Original

Holder: Kristin Nepl

Location: DocuSign

7/29/2025 4:05:14 PM

kristinn@martingardnerarch.com

Signer Events

Kyle Martin

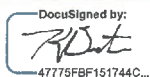
kylem@martingardnerarch.com

President

Martin Gardner Architecture

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

47775F8F151744C...

Signature Adoption: Uploaded Signature Image
Using IP Address: 67.20.3.87

Timestamp

Sent: 7/29/2025 4:12:36 PM

Viewed: 7/29/2025 5:45:01 PM

Signed: 7/29/2025 5:45:49 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Thomas M. Wieseler

twieseler@cityofmtvernon-ia.gov

Security Level: Email, Account Authentication
(None)

Sent: 7/29/2025 5:45:50 PM

Viewed: 7/30/2025 7:49:47 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Bethany Jordan

bethanyj@martingardnerarch.com

Architect

Martin Gardner Architecture, P.C.

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 7/29/2025 4:12:35 PM

Viewed: 7/29/2025 4:23:26 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
Jamie Bradley jamieb@martingardnerarch.com Chief Operating Officer Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/29/2025 4:12:36 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	7/29/2025 4:42:47 PM
Envelope Updated	Security Checked	7/29/2025 4:42:47 PM
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Certified Delivered	Security Checked	7/30/2025 7:49:47 AM

Payment Events	Status	Timestamps
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L. Discussion Items (No Action)

AGENDA ITEM # L - 1

AGENDA INFORMATION MT. VERNON CITY COUNCIL COMMUNICATION

DATE: August 4, 2025

AGENDA ITEM: Nature Park Quarry

ACTION: Motion

SYNOPSIS: Staff have received sporadic interest in the utilization of the Nature Park quarry. The City, in recent years, has introduced aerators to increase circulation and oxygenation, and dispersed biological organisms to reduce the decaying vegetation from the bottom of the quarry (approximately \$75,000). Removal of vegetation from the perimeter of the quarry has been met with mixed emotions from the citizenry. Staff is seeking input from the Council as to how large of a priority should be given to the quarry, both in man hours and capital outlay. Items for discussion, include:

1. Is this a priority and should additional remediation measures be taken. This can include “raking” the quarry, dyeing the quarry, introducing additional grass carp, or utilizing environmentally friendly herbicides?
2. What level of use should be considered a success with the quarry?
3. How much funding should be allocated to the remediation of the invasive aquatic species?
4. Should staff approach private firms or the ISU Extension office for further advice?

BUDGET ITEM: FF/LOST/Parks

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 8/1/2025

M. Reports Mayor/Council/Admin.

**CITY OF MT. VERNON
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
August 4, 2025**

- Staff continues to meet with representatives from the City of Cedar Rapids, Marion, and Linn County on West Bertram Fire response.
- Representatives from the GTSB, IaDOT, and ISU Extension office were in Mount Vernon to complete a site visit to review pedestrian traffic on First Street.
- Mercy will be presenting their first wellness program on Thursday, August 7, 2025, at 11:30 a.m. The presentation is titled "Know Your Numbers," and is designed to walk staff through their test results.