



Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

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

BETWEEN the Architect's client identified as the Owner:
(*Name, legal status, address, and other information*)

Dallas Center-Grimes Community School District
2405 W 1st Street, PO Box 680
Grimes, IA 50111

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

OPN Architects, Inc.
100 Court Ave, Suite 100
Des Moines, IA 50309

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

Dallas Center-Grimes Phase 1 Projects:
High School Renovations & Additions
Middle School Renovations
Dallas Center Elementary Renovations
North Ridge Elementary Renovations
District Operations Center
District Playgrounds

REMIT ALL PAYMENTS TO:

OPN Architects, Inc.
200 5th Avenue SE, Suite 201
Cedar Rapids, Iowa 52401

ATTN: Vickie Choate (vchoate@opnarchitects.com)
Becky Ulferts (bulferts@opnarchitects.com)

The Construction Manager:
(*Name, legal status, address, and other information*)

DCI Group
220 SE 6th Street, Suite 200
Des Moines, IA 50309

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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.)

| This contract is based on the Owner's program in the District Master Plan (completed in Summer 2025).

§ 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.)

| Refer to the District Master Plan which identifies each of the project locations, scope, and boundaries.

§ 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.)

| \$72,100,000

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

.1 Design phase milestone dates, if any:

| Refer to Exhibit B – Proposal Letter

.2 Construction commencement date:

| Refer to Exhibit B – Proposal Letter

Bishop Engineering

.3 Geotechnical Engineer:

To be determined

.4 Civil Engineer:

Included in Architect's Scope

.5 Other consultants and Contractors:

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

None

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

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

Kristin Lewis, AIA, Principal
OPN Architects, Inc.
100 Court Ave, Suite 100
Des Moines, IA 50309
(515) 309-0722

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

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

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Raker Rhodes Engineering

.2 Mechanical Engineer:

Modus Engineering

.3 Electrical Engineer:

establish, nor shall it be interpreted or construed to create or establish a confidential relationship between the Parties or a fiduciary duty owed by either Party to the other Party.

§ 2.2.2 The Architect shall perform its services in compliance with all applicable ordinances, statutes, regulations, codes and the Owner's policies that may exist as of the date of this Agreement.

§ 2.2.3 Whenever this Agreement provides that the Architect may rely on information provided by the Owner, from any source, such reliance shall be reasonably based on the Architect's standard of care contained in Section 2.2.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser, as modified by the parties. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project, which such representative shall be acceptable to the Owner. The Architect may not change such representative without the Owner's consent. For the purpose of this Agreement, Kristin Lewis, AIA, shall be the Architect's representative.

The Architect, through this representative, shall advise and consult with the Owner during the administration of the Contract for Construction and shall serve as the "Owner's Authorized Contract Representative" for the purposes and/or responsibilities outlined under Iowa law related to any release of retainage funds. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.5 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.

§ 2.6 The Architect shall maintain at a minimum the following insurance for the duration of this Agreement and for one year upon completion if on a claims made form, except as noted herein.

§ 2.6.1 Commercial General Liability **on an ISO CG 0001 form or an equivalent on an occurrence basis** 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. **It includes coverage on-going operations, acts of independent contractors of the architect and any persons or entities performing work on behalf of the architect. The policy shall contain products and completed operations. Separation of insured or severability clause shall apply. Policy shall have contractual liability to the same or greater as provided under an ISO commercial general liability coverage form CG 0001 10 04. Limit shall apply on a per project basis.**

§ 2.6.2 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 occurrence or 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.

§ 2.6.3 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 2.6.1 and 2.6.2, 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.

§ 2.6.4 Workers' Compensation **including Employer's Liability for all persons whom the architect employs (or uses at subcontracted labor if the subcontractor is uninsured)** will be provided as statutorily required in the State of Iowa. Architect shall maintain coverage for Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars (\$500,000.00). **The policy shall be endorsed with a waiver of subrogation in favor of the project owner, its board of directors and employees. The policy shall contain a voluntary compensation and an United States longshoreman's and harbor workers' compensation endorsement, if applicable.**

responsibilities under this Agreement with each one separately.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include, but is not limited to, design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion and Final Acceptance of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. The Owner recognizes that the conformance to the construction schedule, once agreed to by the Contractor, is the responsibility of the Contractor.

§ 3.1.3.1 The Construction Manager shall provide the estimating services to establish the Project construction budget. The Architect has no responsibility for developing the Project construction budget. However, the Architect is responsible for designing the Project within the Owner-approved Project construction budget. The "Project construction budget" means the estimate of Cost of the Work developed or to be developed for the Project by the Construction Manager and approved by the Owner, as such may be amended or updated from time to time. The Architect and Construction Manager shall coordinate and cooperate with each other in the development of the design in order to facilitate the achievement of the Owner's Project construction budget.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and advise on the overall Project schedule and shall approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

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

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, 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.

§ 3.1.7 The Architect shall work with the Construction Manager to file on behalf of the Owner all documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall be responsible for making such changes in the Construction Documents as may be mandated by said governmental authorities at its expenses if determined to be originally drawn in error.

§ 3.1.8 All documents produced by the Architect and its consultants pursuant to this Agreement shall be created with reasonable professional efforts to comply with applicable laws, statutes, ordinances, codes, rules, regulations and school district policies in effect at the time of construction document submission to building authorities. All Construction Documents shall be dated and shall contain, and/or be adopted by a statement referring to each specific document covered by the signature of the registered Architect and/or Engineer in responsible charge, a certificate that the work was done by such registered Architect and/or Engineer or under the registered Architect's and/or Engineer's direct personal supervision and the Iowa legible seal for such registrant.

§ 3.1.9 As deemed necessary by the Architect in its professional judgment, the Architect shall review its design for compliance with applicable: (a) technical specifications, (b) building codes, (c) ADA standards, (d) approved Project construction budgets, (e) approved Project schedules, and (f) other contract obligations.

§ 3.1.10 The Architect will attend review or approval meetings such as: planning and/or facility committee, school board, or public hearings as necessary and/or reasonably requested by the Owner as part of Basic Services.

§ 3.1.11 The Architect shall notify the Owner, in writing, of any other information needed for the Project that is not included in or to be provided under this Agreement.

§ 3.1.12 The Owner is not responsible for identifying what information, survey services, or reports are required or needed for the Project.

§ 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, schedules, and the budget for the Cost of the Work, the Architect will meet with the Owner and Construction Manager to review the designs and discuss options. Based on these discussions, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and 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 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager and Owner, as necessary, to review the Design Development Documents. Architect shall also provide drawings and other documents which depict the current status of design development for the Owner's review and the Construction Manager's information.

§ 3.3.3 Upon receipt of the Owner's comments and the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.3.4 The Architect shall not proceed with the Construction Documents Phase until:

1. The Architect has received the Owner's acceptance of the Design Development Documents,
2. The Architect has received written authorization and direction from the Owner to proceed with the Construction Documents Phase.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design and 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 Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Schematic and 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. To the extent caused by a negligent act, error or omission of the Architect, the Architect shall be responsible, at its own expense, for making any changes in the Construction Documents necessary to meet such design requirements.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager 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 agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms. Any and all sample forms and contracts provided by the Architect shall to the best of its knowledge conform to applicable requirements of Iowa Code Chapter 26, Iowa Code Chapter 573 and any other applicable statutes at the time of issuance of bidding documents. Owner's legal counsel shall be contacted by the Owner to review the Architect's provided forms and contracts for legal and statutory compliance and legal counsel shall notify the Owner and Architect of any needed changes to ensure statutory compliance.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents and advise the Construction Manager and Owner of any adjustments to the

§ 3.6.1.2 The Architect shall be a representative of the Owner and shall advise and consult with the Owner and Construction Manager 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 and until the final warranty period/inspection review is complete. 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 Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents to the extent the Architect has performed its own contractual obligations as they relate to priorities and updating the Project Schedule and observing and analyzing the Contractor's work for conformance with the Contract Documents. However, Architect shall report to the Owner known deviations from the Contract Documents from the most recent Construction Schedule. 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 Construction Manager, or acts or omissions of the Contractors 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 initial Contract for Construction and terminates on the later of the date the Architect issues the final Certificate for Payment or the completion of the eleven (11) month pre-warranty "walk through" with follow-up on any necessary warranty items until the expiration of the one year warranty correction period. Provided, however, the Architect shall not issue the final Certificate of Payment until the Owner confirms, in writing, that the Contractor has satisfied all of the conditions under Section 9.10 of the AIA A232 General Conditions of the Construction Contract, Construction Manager as Adviser Edition and the Work has been fully completed in accordance with the Contract Documents.

§ 3.6.1.4 The Architect shall review and answer reasonable, properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect shall consult with the Owner and Construction Manager and they shall mutually consider such requests and the responses thereto. The Architect shall provide the Owner and Construction Manager with a copy of all requests and responses.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, shall attend all official construction progress meetings and visit the site while Work is in progress not less often than two (2) times per month, or as required or otherwise mutually agreed to by the parties in Section 4.2.3, to observe and evaluate the site and the Work, to become familiar with the progress and quality of the Work, and to determine whether the Work evaluated and observed is proceeding in accordance with the Contract Documents and construction schedule and whether there are defects or deficiencies in the Work evaluated and observed. On the basis of on-site observations and evaluations, the Architect shall endeavor to guard the Owner against defects or deficiencies in the Work and shall keep the Owner and Construction Manager informed of the progress and quality of the Work and its conformance with the Construction Documents and the construction schedule. The Architect will provide the Owner with a field observation report within five (5) working days after completion of each site visit and construction update minutes from each construction meeting as the Project progresses. Said report shall, at a minimum, provide written documentation of (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

§ 3.6.2.2 If the Architect has knowledge of any Work which does not conform to the Contract Documents which significantly impacts the Owner, the Architect shall promptly notify the Owner and Construction Manager. The Architect shall not authorize or direct any Work stoppage, removal of Work in place, or changes in any Work, except for minor issues with no impact to the Construction Schedule or Construction Budget, without prior written approval of the Owner. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such 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, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum. However, the issuance of a Certificate of Payment shall constitute representation to the Owner that to the best of the Architect's knowledge, information and belief, the Contractors are entitled to payment in the amount certified.

§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment and stamp each application on the date it was received. Copies of the Applications and Certificates for payment shall be sent to the Owner with certification of each signed by the Architect.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall promptly review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness as to cause no delay in the Work or in the activities of the Owner or Contractors while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 In accordance with the Contractor's submittal schedule, the Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be 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 Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractors 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 Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, subject to the standard of care and scope of services under this Agreement.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, 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 as to cause as little delay as possible in the Work. 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 transmitted by the Construction Manager in accordance with the requirements of the Contract Documents. The Architect shall advise the Owner, in writing, if the Architect becomes aware that the Work is proceeding in the absence of shop drawings and submittals that have been reviewed and approved, or are required to be reviewed and approved, in accordance with the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, or if subsequently requested and authorized by the Owner to be performed by the Architect, and in that case, the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner or Not Provided)
§ 4.1.1.1 Assistance with selection of Construction Manager	- Not Provided
§ 4.1.1.2 Programming	- Architect
§ 4.1.1.3 Multiple preliminary designs	- Architect - Up to 3 Prelim Dsns
§ 4.1.1.4 Measured drawings	- Not Provided - Add Service
§ 4.1.1.5 Existing facilities surveys	- Not Provided - Add Service
§ 4.1.1.6 Site evaluation and planning	- Not Provided - Add Service
§ 4.1.1.7 Building Information Model management responsibilities	Architect to LOD 300*
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided - Add Service
§ 4.1.1.9 Civil engineering	Owner – Survey, Architect – Civil Engineering
§ 4.1.1.10 Landscape design	- Architect
§ 4.1.1.11 Architectural interior design	- Architect
§ 4.1.1.12 Value analysis	Not Provided - Add Service
§ 4.1.1.13 Cost estimating	Not Provided - Add Service
§ 4.1.1.14 On-site project representation	Not Provided - Add Service
§ 4.1.1.15 Conformed documents for construction	Not Provided - Add Service
§ 4.1.1.16 As-designed record drawings	Not Provided - Add Service
§ 4.1.1.17 As-constructed record drawings	Not Provided - Add Service
§ 4.1.1.18 Post-occupancy evaluation	Not Provided - Add Service
§ 4.1.1.19 Facility support services	Not Provided - Add Service
§ 4.1.1.20 Tenant-related services	Not Provided - Add Service
§ 4.1.1.21 Architect's coordination of the Owner's consultants	- Architect
§ 4.1.1.22 Telecommunications/data design	- Architect
§ 4.1.1.23 Security evaluation and planning	- Architect (pathways only)
§ 4.1.1.24 Commissioning	Not Provided - Add Service
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided - Add Service
§ 4.1.1.26 Historic preservation	Not Provided - Add Service
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not Provided - Add Service
§ 4.1.1.28 Other services provided by specialty Consultants	- Architect
§ 4.1.1.29 Other Supplemental Services	Not Provided

§ 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

If the Architect believes it is entitled to additional compensation for services the Architect believes are needed under this Section 4.2.1 or for other services requested by the Owner, the Architect shall notify the Owner in writing with reasonable promptness and (1) explain the basis of the Architect's belief that such services are outside the scope of the Basic Services and Additional Services, and (2) provide an estimate of the probable cost of such services and probable impact, if any, on the schedules. The Architect shall not provide any services for which the Architect believes it is entitled to additional compensation until the Architect receives the Owner's written authorization, which authorization shall either (i) acknowledge that the Architect is entitled to additional compensation under Section 11.3, or (ii) deny that the Architect is entitled to additional compensation and direct the Architect to proceed with the services, in which case the Architect may pursue a claim for additional compensation under Article 8. The Owner's determination that the Architect is not entitled to additional compensation for such services shall not relieve the Architect of its responsibilities under this Agreement.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall proceed to provide the following Additional Services, but immediately notify the Owner, and explain the facts and circumstances giving rise to the need to provide the Additional Services. 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 Preparing Change Orders, and Construction Change Directives that require the preparation or revision of Instruments of Service;
- .2 Evaluating more than ten (10) formal claims as the Initial Decision Maker; or
- .3 Making subsequent revisions to Instruments of Service resulting from substitutions proposed by the Owner, Construction Manager or Contractor.

If the Architect believes it is entitled to additional compensation for services the Architect believes are needed under this Section 4.2.2 or for other services requested by the Owner, the Architect shall notify the Owner in writing with reasonable promptness and (1) explain the basis of the Architect's belief that such services are outside the scope of the Basic Services and Additional Services, and (2) provide an estimate of the probable cost of such services and probable impact, if any, on the Architect's and Contractor's schedules. The Architect shall not provide any services for which the Architect believes it is entitled to additional compensation until the Architect receives the Owner's written authorization, which authorization shall either (i) acknowledge that the Architect is entitled to additional compensation under Section 11.3, or (ii) deny that the Architect is entitled to additional compensation and direct the Architect to proceed with the services, in which case the Architect may pursue a claim for additional compensation under Article 8. The Owner's determination that the Architect is not entitled to additional compensation for such services shall not relieve the Architect of its responsibilities under this Agreement.

§ 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 Contractors
- .2 Two (2) visits per month to the site by the Architect during construction, not including the visits required under subsection 3 and 4 below
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion
- .5 One (1) evaluation of the Work after the Work has been accepted by the Owner at approximately eleven (11) months after Final Acceptance.

§ 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 ninety (90) days after the date of Substantial Completion of the Work shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If all services covered by this Agreement have not been completed within ninety (90) days after the date established for Final Completion of the Project, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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.

§ 5.10 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. The Architect shall advise the Owner of the requirements of such tests, and consult with the Owner in selecting and ordering services from consultants who provide such tests, inspections and reports.

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

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including alleged negligent errors, omissions or inconsistencies in the Architect's Instruments of Service. However, the Owner shall have no responsibility to inspect the Project or the Architect's Instruments of Service for defects.

§ 5.13 Except when district communications have been specially authorized or agreed upon by the parties, the Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall endeavor to include the Architect in all communications 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 Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. The Architect shall promptly provide the Owner with copies of any direct communication with the Contractor regarding any performance by the Contractor under the Construction Documents, including, but not limited to, requests for information and Change Order proposals that may affect the design or cost of the Project or may require approval or other actions by the Owner.

§ 5.14 Before executing the Contracts for Construction, the Owner with the assistance of the Architect and Construction Manager shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

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

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 the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. 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 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager

§ 7.1 The Owner acknowledges the Architect's Construction Documents, regardless of the media or format, are Instruments of Service. Nevertheless, the final Construction Documents prepared under this Agreement shall become the property of the Owner upon completion of the services or termination of this Agreement, whether the Work for which they are made is executed or not, if payment in full of all monies then due to the Architect prior to completion or termination have been made by the Owner. The Owner reserves the right to use the Construction Documents developed for the Project in such a manner as the Owner may desire, subject to the provisions herein. The Architect shall be permitted to retain copies, including reproducible copies or electronic data, of the Instruments of Service for the Project. The Owner shall notify Architect in writing prior to Owner's modifications and/or reuse of the Instruments of Service for the Project. The Owner's or its retained agent's or representative's modification and/or reuse of the Instruments of Service for the Project without written authorization of the Architect will be at the Owner's and/or other retained entities sole risk and without liability or legal exposure to the Architect. Unless otherwise provided in this Agreement, nothing contained herein shall be construed as in derogation of the Architect's copyright rights.

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 ten (10) years after the date of Final Acceptance of the Work.

§ 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 A232–2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein. The Architect's obligation under this Section 8.1.2 shall survive completion of Architect's services under this Agreement or termination of this Agreement.

§ 8.2 Mediation

§ 8.2.1 The Owner and Architect shall endeavor in good faith to resolve claims, disputes and other matters in question between them by mutual agreement and may, by mutual agreement and in their discretion, submit same to non-binding mediation which shall be in accordance with Iowa Code Chapter 679C. Requests for mediation shall be given in writing to the other party to this Agreement. If the Owner and Architect are unable to mutually agree upon a mediator in writing within sixty (60) days of receiving the written request for mediation, either party may then institute legal or equitable proceedings. Mediation shall be voluntary only and shall not be a prerequisite to litigation or other means of dispute resolution.

§ 8.2.2 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.

§ 8.2.3 If the parties do not resolve a dispute through non-binding mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

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

None

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Iowa. Except as otherwise agreed between the parties, all legal and equitable proceedings, controversies or disputes arising from this Agreement shall be venued in the Iowa District Court for Dallas County.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified upon mutual agreement of the parties. Except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 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.

§ 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 fourteen (14) days prior to the requested dates of 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. 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 seven (7) days' notice to the other party, when required by law, or court order, including a subpoena or other form of

§ 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.)

Stipulated Sum per service or per Standard Hourly Rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Five percent (5.00 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	Twenty	percent (20)	%)
Design Development Phase	Twenty	percent (20)	%)
Construction Documents Phase	Thirty-five	percent (35)	%)
Procurement Phase	Zero	percent (0)	%)
Construction Phase (through Substantial Completion)	Twenty-three	percent (23)	%)
Closeout (Substantial Completion through Final Acceptance)	Two	percent (2)	%)
Total Basic Compensation	one hundred percent (100.00 %)		

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.5.1 For Change Orders which are the direct or indirect result of the Architect's error or omission and provide betterment to the Project, Architect shall only receive additional fees on the cost of the change and ½ the contractor mark-up for the Change Order.

§ 11.5.2 The Architect shall not receive any additional fee for redesign and rebidding work if rebidding is required pursuant to Section 6.8.4.

§ 11.6 When 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, in accordance with the schedule set forth in Section 11.5 based on 1) the lowest responsive, responsible bid or 2) if no such bid is received, the most recent estimate of the Cost of the Work for such portions of the Project. 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.)

Per Exhibit A - Standard Hourly Rates or as noted below

Employee or Category	Rate (\$0.00)
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§ 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

§ 11.10.2.3 The Architect shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement.

§ 11.10.2.4 The Owner and/or its auditors and agents shall, upon reasonable prior notice and during customary business hours, be entitled to audit, inspect, examine, and reproduce ("Audit") all of the Architect's non-confidential (as defined by law), information materials, records or data relating to the Project. Such Records shall also include information, materials, records or data necessary to evaluate and verify direct and indirect costs (including, but not limited to, overhead allocations) as they may apply to costs associated with this Agreement. In those situations where the Architect's Records have been generated from computerized data, the Architect agrees to and shall provide the Owner with extracts of data files in computer readable format on disks or suitable alternative computer exchange formats.

§ 11.10.2.5 The Architect shall preserve the Records for a period of twelve (12) years after final payment or for such longer period as required by any applicable law, provided, however, that if a Claim is asserted during said twelve (12) year period then the Architect shall retain all such Records until the Claim has been resolved.

§ 11.10.2.6 The Architect shall require all entities to whom it made payments for services provided under this Agreement to comply with the provisions of Section 11.10.2.2 – 11.10.2.5 by insertion of the requirements contained in such section in any written agreement between the Architect and such entity.

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 Indemnification: The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner and the Owner's officers and employees from and against all damages, losses or liabilities, including reasonable attorney's fees and expenses recoverable under applicable law or contract, to the extent caused by the Architect's negligent acts or omissions in the performance of professional services required for any Project covered by this Agreement, including any plan or specification within the responsibility of the Architect or to any breach of duty or obligation assumed by or required under this Agreement and that of its subconsultants or anyone for whom the Architect is legally liable.

§ 12.2 If litigation is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees and litigation expenses incurred by the prevailing party, including those incurred on appeal.

§ 12.3 The Architect (Company) shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Architect shall not permit an employee, Subconsultant (Company) owned, operated, or managed by, or Subconsultant employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113. By signing this Agreement, the Architect acknowledges and certifies services provided under this Contract comply with Iowa Code 692A.113.

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 B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

[X] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)



EXHIBIT A

Cedar Rapids

200 Fifth Avenue SE Ste. 201
Cedar Rapids, Iowa 52401
(319) 363-6018

Des Moines

100 Court Avenue Ste. 100
Des Moines, Iowa 50309
(515) 309-0722

Iowa City

24 ½ S. Clinton Street Ste. 1
Iowa City, Iowa 52240
(319) 363-6018

Madison

301 N. Broom Street Ste. 100
Madison, Wisconsin 53703
(608) 819-0260

Minneapolis

212 N. 3rd Avenue Ste. 312
Minneapolis, Minnesota 55401
(612) 468-6851

opnarchitects.com

OPN ARCHITECTS

Hourly Rates - 2025

Principal	\$250
Associate Principal	\$205
Practice Leader	\$205
Associate	\$185
Senior Project Manager/Senior Project Architect	\$160
Project Manager/Project Architect	\$140
Architect	\$125
Intern Architect 3	\$110
Intern Architect 1-2	\$85
Senior Interior Designer	\$125
Interior Designer	\$95
Construction Administrator	\$110
Directors of Business Support	\$145
Business Support Specialist	\$110
Marketing Specialist	\$100
Administrative Support	\$75
College Interns	\$50

These rates are subject to an annual adjustment on or around January 1, and your contract will adjust accordingly.

Exhibit B



Cedar Rapids

200 Fifth Avenue SE Ste. 201
Cedar Rapids, Iowa 52401
(319) 363-6018

Des Moines

100 Court Avenue Ste. 100
Des Moines, Iowa 50309
(515) 309-0722

Iowa City

24 ½ S. Clinton Street Ste. 1
Iowa City, Iowa 52240
(319) 363-6018

Madison

301 N. Broom Street Ste. 100
Madison, Wisconsin 53703
(608) 819-0260

Minneapolis

212 N. 3rd Avenue Ste. 312
Minneapolis, Minnesota 55401
(612) 468-6851

opnarchitects.com

November 25, 2025

Dr. Scott Blum

Dallas Center-Grimes Community School District

2405 W 1st Street

PO Box 680

Grimes, IA 50111

RE: Multiple Projects - Professional Service Agreement - OPN Architects

Scott:

Congratulations on the successful bond vote! OPN Architects is pleased to provide this summary of professional design services for the first phase of master plan projects. This proposal summarizes each of the project design team and fees. The projects included in Phase 1 are: renovations/additions at the High School, Middle School, Dallas Center Elementary, North Ridge, and District Operations Center.

Summary of Projects

High School Renovations and Additions:

- Construction Cost: \$53,800,000
- Design Team
 - Basic Services:
 - Architecture – OPN Architects
 - Structural Engineering – Raker Rhodes Engineering
 - MEPT Engineering – Modus Engineering
 - Supplemental Services:
 - Civil Engineering & Landscape – Bishop Engineering
 - Theatre Lighting & A/V Design – Schuler Shook
 - Theatre Acoustic Consulting – KRA
 - Food Service Design – Rippe Associates
- Schedule:
 - Programming: October 2025 – December 2025
 - Design: January 2025 – October 2026
 - Bid: October 2026 – November 2026
 - Construction: November 2026 – December 2028
 - Substantial Completion: December 2028



District Operations Center:

- Construction Cost: \$5,600,000
- Design Team
 - Basic Services:
 - Architecture – OPN Architects
 - Structural Engineering – Raker Rhodes Engineering
 - MEPT Engineering – Modus Engineering
 - Supplemental Services:
 - Civil Engineering – Bishop Engineering
- Schedule:
 - Design: December 2025 – May 2026
 - Bid: June 2026
 - Construction: July 2026 – January 2027
 - Substantial Completion: January 2027

District Playgrounds:

- Construction Cost: \$1,200,000
- Inclusive playgrounds at:
 - Middle School
 - Dallas Center-Elementary
 - North Ridge Elementary
 - South Prairie Elementary
 - Heritage Elementary
- Design Team
 - Basic Services:
 - Architecture – OPN Architects
 - Civil Engineering, Landscape, and Playground Equipment Coordination – Bishop Engineering
- Schedule:
 - Design: December 2025 – February 2026
 - Bid: March 2026
 - Construction: May 2026 – August 2026 (to be confirmed, will need to verify playground equipment lead times)
 - Substantial Completion – August 2026



Reimbursable Expenses

Reimbursable expenses are in addition to the above fee and will be invoiced at 1.0 times actual cost. Reimbursable expenses include: authorized out-of-town travel, courier services, express mail, reproduction of project documents for bidding, photography, out-of-house digital processing, physical models, meals and mileage at the government standard rate.

Estimated Reimbursables for all Phase 1 projects: \$30,000 - \$50,000

Exclusions and Additional Services Available Upon Request

1. Furniture Design and Bidding – available upon request
2. Cost of permits or fees – To be paid by owner or construction manager
3. Site Survey Services – To be provided by owner
4. Environmental investigations and reports – provided by owner
5. Geotechnical investigations and report – To be provided by owner
6. Commissioning or testing of equipment
7. Cost estimating – To be provided by Construction Manager
8. Record Documents – Available Upon Request

Contract Agreement

This Letter of Proposal is intended to document the primary issues concerning our Agreement Between Owner and Architect. Once details of this proposal are confirmed, we will provide you with an AIA B132-2019 Owner-Architect Agreement.

All of us at OPN are extremely excited to work on this fantastic project. We appreciate the opportunity to continue working with the district and we look forward to assisting the district on this work. Please review this proposal and let me know if you have any questions.

Thank you.

A handwritten signature in black ink that reads "Kristin Lewis".

Kristin Lewis, AIA, LEED AP
Principal