

<p style="text-align: center;"><b>ANKENY COMMUNITY SCHOOL DISTRICT REQUEST FOR PROPOSAL (RFP) ARCHITECTURAL DESIGN &amp; CONSTRUCTION CONTRACT ADMINISTRATION SERVICES</b></p>
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## **NOTICE TO BIDDERS**

The Ankeny Community School District is requesting qualified persons, firms, partnerships, or corporations to provide a proposal for a Project Architect to provide programming, architectural planning, design services, construction contract administration services, and closeout services to the District for construction of a school facility to house the district's innovative secondary school programming (as described herein). This facility will either be a stand-alone facility on a to-be-determined property or a renovation of some portion of existing district property located at 1302 N. Ankeny Blvd, Ankeny, IA 50023. Respondents should provide proposals detailing how they would approach both types of structures.

Respondents to this RFP should mail or deliver three (3) copies and one (1) signed original of their proposals along with a copy of the submittal as a single document in Portable Document Format (PDF) format electronically on a flash drive or other electronic media, as further described herein, in a sealed envelope clearly marked "Proposal for Innovative Secondary School Architectural Design Services" to:

Ankeny Community School District  
406 SW School Street  
Ankeny, IA 50023  
**Attn: Tim Simpkins, Director of Operations and Construction**

Proposals shall be delivered no later than 4:00 p.m. central time on September 19, 2023.

All questions regarding this RFP shall be sent to Tim Simpkins [tim.simpkins@ankenyschools.org](mailto:tim.simpkins@ankenyschools.org) by 4:00 p.m. central time on September 8, 2023.

**ALL RESPONSES ARE DUE BEFORE 4:00 P.M. CENTRAL TIME ON September 19, 2023. IT IS THE RESPONSIBILITY OF THE RESPONDENT TO ENSURE ITS RESPONSE IS RECEIVED BY THIS DEADLINE. RESPONSES SUBMITTED AFTER THE DEADLINE WILL NOT BE ACCEPTED. FAX OR EMAIL RESPONSES WILL NOT BE ACCEPTED.**

### **RFP Submittal process schedule:**

- Issue RFP: August 25, 2023
- Questions Due: September 8, 2023 by 4:00 p.m.
- Responses to questions posted: September 12, 2023 by 5:00 p.m.
- Proposal due: September 19, 2023 prior to 4:00 p.m.
- Interviews with short-listed candidates conducted by District selection panel: September 27, 2023
- Presentation of final candidate to School Board: October 16, 2023
- School Board Approval: October 16, 2023

## **REQUEST FOR PROPOSALS**

### **BACKGROUND AND GENERAL INFORMATION**

The Board of Directors for the Ankeny Community School District, in response to the Ankeny Community School District's strategic plan, has determined that the need for students to engage in a variety of authentic career exploration experiences each year and that PK-12 learning experiences will provide students with the opportunity to engage in self-initiated and student-driven learning. The district plans to build an innovative secondary center that allows the district to provide these opportunities with efficiencies in the academic, financial, and facilities domains.

The innovative secondary center will draw 9th - 12th grade students from both Ankeny high schools, allowing space for 9th grade students to attend the high schools. The addition of this center will allow Ankeny to remain a two high school/two-feeder system well into the future, meaning, at this time, the district does not foresee the need to plan for a third high school.

The innovative secondary center will, at a minimum, house career and technical education courses as well as an array of advanced learning opportunities, which may include courses such as physical science, life science, and computer science courses with laboratory components. While the educational programming offered in the facility is subject to change in the near-term and over-time as student interests, laws, and workforce trends evolve, at the current time, the District is planning to offer coursework in the following areas at the innovative center:

- Project based learning and design theory
- Education (Teacher Academy)
- Business
- Construction
- Automotive
- Drafting and Engineering
- Agriculture
- Electrical
- Plumbing
- Civil Engineering
- Welding
- Landscaping
- Digital and Electronic Engineering
- HVAC
- Masonry
- Aerospace Engineering
- Junior Achievement
- Required coursework for juniors and seniors

In keeping with feedback provided by district stakeholders, the innovative hub's design should support achievement of the five key elements of the innovative secondary school experience. Namely, the programming offered at the innovative facility should be:

- **Relevant to the Real World:** *The secondary school experience provides students with regular opportunities to build fluency in an array of skills essential for success in postsecondary life and career.*
- **Expansive and Exploratory.** *The secondary school experience allows students to strategically investigate multiple post-secondary possibilities.*
- **Deeply Rooted in Community Partnerships.** *The secondary school experience involves authentic, collaborative relationships with industry and community partners who play a critical role in shaping student learning.*

- **Accessible to All Students.** *The secondary school experience is designed to support the post-secondary success of all students.*
- **Designed to Promote Student Well-Being.** *The secondary school experience intentionally makes space to encourage students' mental and physical health.*

The center will either be a stand-alone facility on a to-be-determined property or a renovation of some portion of existing district property located at 1302 N. Ankeny Blvd., Ankeny, Iowa 50023.

The general role of the Architect will be to meet and represent the expectations and interests of the District related to its construction project, cost management issues, program schedule, construction quality control and close out and warranty issues. The Architect shall communicate directly with the District and any additional consultants or professionals it may hire on all matters regarding the Project, including a Construction or Project Manager, if so employed by the District.

### **FORM OF CONTRACT**

The selected Project Architect(s) will be required to enter into a contract with the District for the performance of the services as outlined in this RFP. The District will negotiate terms and enter into agreement with the selected Architectural firm for Professional Services defined in Owner-modified AIA Document B132-2019 Standard Form of Agreement Between Owner and Architect, Construction Manager as Advisor Edition.

The District reserves the right to contract with any entity responding to this RFP. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFP. The awarding of the contract(s), if at all, is at the sole discretion of the District.

### **RESTRICTIONS ON LOBBYING AND CONTACTS**

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process, or the award of the contract with any member of the Board of Directors, Superintendent, or Chief Financial Officer. Communications shall be directed to Tim Simpkins: [tim.simpkins@ankenyschools.org](mailto:tim.simpkins@ankenyschools.org).

### **SCOPE OF SERVICES**

The selected Project Architect and its design consultants, which will be selected at a later date, shall provide programming, architectural planning and design services, construction contract administration services, and closeout services for the Project that meet the Project budget and schedule. The Architect shall lead the design process which includes the management & oversight of design consultants, developing a meeting schedule in conjunction with Ankeny CSD & Construction Manager, document decisions, and issue coordinated design documents.

In all phases of the services, the selected Project Architect and Design Team shall recognize that, to properly assist the District, the services must be provided in a manner that is transparent and reflects the involvement of the District community and all of its stakeholders.

### **BASIC SERVICES/RESPONSIBILITIES OF THE ARCHITECT**

The ARCHITECT, if hired, would be generally asked to perform all of the following professional services incident to the Construction Project including but not limited to:

1. Schedule-Time line (defined as: updating initial Timeline as needed and approved by the owner)
2. Planning/Programming (defined as: developing the initial plan and conceptual Specifications for the Construction Project)
3. Develop and analyze Schematic Design with detailed cost estimate(s)
4. Develop and analyze Design Development with detailed cost estimate(s)
5. Develop and analyze Construction Documents with detailed cost estimate(s)
6. Analyze and advise on available alternatives for construction costs, schedules, and feasibility
7. Provide cost benefit assessments to be used in selecting materials and systems
8. Bidding
9. Construction Oversight and Management
10. Contract Administration/Close Out
11. Warranty Inspections and Reviews
12. Assist with hiring of third party required services

#### **Architectural Design and Development of Construction Documents Phase**

- Review and validate existing conditions at the proposed site as well as as-built documentation of the relevant existing facilities and utilize these in the preparation of the design documents.
- Develop design documents in collaboration with Ankeny CSD and Construction Manager. The design process will include development of documents for Schematic Design, Design Development, and Construction Documents. Prepare construction cost estimates and total project budget estimates.
- Prepare Construction Budget for the project in conjunction with the Owner and Construction Manager.
- Basic design and engineering services shall include at minimum the following disciplines: Civil (including landscaping), Structural, Architectural, Mechanical-HVAC, Plumbing, Electrical, Telecommunications (Voice, Video and Data), Fire Protection, Security, Acoustical, and all other upper division disciplines necessary to produce a complete and accurate set of design/construction documents. Cost estimates will be completed at each design phase: Schematic Design, Design Development, and Construction Documents.
- The Architect shall lead a drawing page-turn review with key members of the District at the conclusion of each design phase: Schematic Design, Design Development, and Construction Documents.
- Coordinate efforts with environmental and other District hired consultants.
- Submit design documents to District, state and other governmental entities and/or utility providers as required for plan checks, permits, and approvals required by law and City Code, and make changes to such documents as necessary.
- Participate in estimating, scheduling, constructability review and planned maintenance meetings bi-weekly.
- Organize and/or participate in community and/or other meetings as needed or reasonably requested by the District.
- Develop documents related to building demolition, salvage, repurpose, and recycling
- Presentations to the school board at major milestones including approval at the conclusion of each design phase.

#### **Construction and Close-out Phase**

- Work closely with the Construction Manager throughout construction. Provide construction contract administration services and closeout services, including, but not limited to, assistance in obtaining bids and awarding contracts for construction (such as bid review), respond to contractor requests for information, make periodic observations, evaluations, pay applications, substitution requests, punch-list, and inspections and provide on-site supervision as needed, review the work for conformance to construction contract documents and quality standards, representation, advice, and consultation with the

District on construction contract matters, and assist with construction completion and acceptance activities.

- Review contractor submitted change orders in conjunction with the Construction Manager for District approval.
- Prepare record drawings from contractor as-built drawings. Provide CAD and PDF drawings of as-built drawings as part of closeout.
- Review contractor submitted closeout documents
- Assist the District with the preparation of all required agency and governmental close out documentation
- Obtain, prepare, coordinate, and submit documents as required for governmental review and final certification of Project
- Organize and/or participate in construction progress and/or other meetings as needed or reasonably requested by the District.
- Submit a breakdown of the actual cost incurred.
- Ensure final transfer of all digital documents to District.
- Advise the Owner on Chapter 573 claims submitted.
- Make recommendations on final acceptance and retainage withholding in accordance with Chapter 26 and Chapter 573.

#### **Warranty/Guarantee Phase**

- Make at least two (2) complete inspections of the work after the work has been accepted by the District (i.e., one inspection at approximately eleven (11) months after acceptance and another inspection approximately twenty-two (22) months after acceptance).
- Provide written reports of inspections.
- Evaluate the performance of any warranty work or correction of any defective work by contractor(s) under the terms of it/their contract(s).
- Assist the District in getting defective work or warranty work completed by alternative means, if not performed by contractor, at no additional cost to District.

#### **SUBMITTAL FORMAT**

Firms responding to this RFP for the project must follow the format below. Material must be in 8-1/2 x 11 inch format and should be no longer than 50 pages. The information presented under each heading should conform to the information requested.

Submittals shall include divider tabs labeled with boldface headers below, e.g. the first tab would be entitled “**Business Information**”, the second tab “**Project Approach**”, etc.

**COVER LETTER** –shall have the name of the firm making the submission indicating your interest in working with the District. Include a brief description why your firm is well suited for and can meet the District’s needs. The letter shall be signed by the individual authorized to bind the respondent to all statements and representations made therein and the terms and conditions of this RFP, and to represent the authenticity of the information presented.

**Tab 1 – BUSINESS INFORMATION** – provide the following information:

- Company name
- Name and Email of main contact
- Federal Tax I.D. Number
- License or Registration Number

- Business Structure (Corporation, Partnership, etc)
- A brief description and history of the firm
- Number of employees (licensed professionals, technical support)
- Number of current projects and present workload and where possible workload for the period in question
- Location of office where the bulk of services solicited will be performed
- Clarification, as needed, if architect & engineering services are provided through a single full-service firm, or in partnership among specialized firms

## **Tab 2 – PROJECT APPROACH**

- Provide a statement demonstrating your firm's or team's ability to accomplish the scope of services in a comprehensive and thorough manner with an aggressive schedule in order to meet the District's goal of moving the Project into construction within the earliest possible time frame.
- A brief written summary of the firm's philosophy related to the planning and design of the District's project.
- Describe in detail how your firm will provide the services requested by the District.
- Provide your firm's approach and experience collaborating with a Construction Manager during design and construction.
- Describe your firm's approach to quality control/assurance procedures including coordination of design disciplines
- Describe your firm's experience with construction cost reduction measures such as, but not limited to, value engineering in design and construction.
- Describe how your firm has incorporated the use of energy savings & sustainability in design of similar facilities.
- Describe how your firm will include the District community, staff, administration and the School Board in the design process.

## **Tab 3 – RELEVANT PROJECT EXPERIENCE – Provide information about prior services/designs prepared by your firm on at least two (2) prior relevant projects. Include the following information:**

- Briefly state the significance of each relevant project your firm has worked on that you would like to be considered in this RFP.
- Specify role of firm or individual if work was not exclusively by the firm (i.e., joint venture, association).
- Provide a list of the following for each project:
  - Project name and location
  - Beginning and end dates of project (including construction)
  - Square footage
  - Main project/program elements
  - Original budget, bid amount & final amount at close-out
  - Owner's main point of contact with phone number
  - Key individuals of the firm involved and their roles in the project
  - Any sub-consultants that worked with the firm

## **Tab 4 – PROJECT TEAM SUMMARY**

- Identify key team members expected to work on this project, along with their resumes and state their qualifications relevant to the requested services and the scope of this project.
- Provide a staffing organizational chart specific for this project indicating the Principal in charge and the Project Manager by name. Others in the organizational chart should be identified to the greatest extent possible.
- If the proposing entity consists of a team of multiple firms, the proposal should include a description of

how the team will be formatted and how the leadership will be structured.

- Provide a team organizational chart specific for this project that identifies the anticipated use of design consultants by discipline.
- Identify the team members office location and how your firm will service the District within a reasonable proximity of Ankeny, IA.

**Tab 5 – LITIGATION HISTORY** – Provide a five-year summary (including pending matters) of the firm’s litigation, mediation, and arbitration history with previous clients or with any matter involving the business activities of the firm.

**Tab 6 – PROPOSED FEE AND SCHEDULE** – Provide a proposed fee and total estimated hours for the performance of the services requested.

- The amount of the fee for all services provided by the Architect in this RFP shall be a fixed lump sum amount. Upon completion by the Architect and approval of the Owner of the work, the Architect may request and receive a sum which equals one hundred percent (100%) of the fixed lump sum fee for the work. Payments to the Architect shall be made in monthly installments based on the amount of the work completed. The payment requests should include detailed summary of work performed, the date and amount of time worked (including hourly rates, hours worked and any reimbursable costs) and the person who performed the work. In no event shall payments exceed the amount shown in the detailed cost breakdown or exceed the following amounts:
  - Upon completion by the Architect and approval of the Owner of the Schematic Design Phase, the Architect may request and receive a sum which does not exceed ten percent (10%) of the fixed lump sum fee.
  - Upon completion by the Architect and approval of the Owner of the Design Development Phase, the Architect may request and receive a sum which does not exceed twenty percent (20%) of the fixed lump sum fee. (Total-30%)
  - Upon completion by the Architect and approval by the Owner of the Working Drawings and Bid Documents, the Architect may request and receive a sum which does not exceed thirty-five percent (35%) of the fixed lump sum fee. (Total-65%)
  - Upon completion of the bidding phase, the Architect may request and receive a sum which does not exceed five percent (5%) of the fixed lump sum fee. (Total- 70%)
  - During the construction administration phase, the Architect may request and receive a sum which does not exceed twenty percent (20%) of the fixed lump sum fee. (Total-90%)
  - After all certificates of completion, original record documents and other Construction Project closeout requirements as defined by the District's Technical Specifications are delivered to the District, the Architect may request and receive a sum which does not exceed five percent (5%) of the fixed lump sum fee. (Total- 95%)
  - Upon completion of the warranty period, the Architect may request and receive a sum which does not exceed five percent (5%) of the fixed lump sum fee. At that time, the contract shall be considered as having been fully performed by the Architect except for inspections and follow-up services required. (Total-100%)
- The District is exempt from sales and use taxes on the services, and no such taxes should be included in any proposed pricing.
- Provide a list of reimbursables that are not included in the fee and an estimated cost range for each
- Also provide a list of hourly rates for work that may exceed the scope of services described in this RFP, which the rates shall be valid for the duration of the services.
- Provide a schedule for the services based on the Project timeline prepared by the District.

**Tab 7 – CERTIFICATIONS** – Provide the following certifications:

- The selection of your firm will not result in any current or potential conflict of interest, including, but not limited to, any connection with the sale of any equipment or material such as might be used in connection

with the project, or any engagement or interest in a business which may cause a preference for specific products or services connected with the project.

- The proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.
- The firm and its principal officials are not debarred, suspended, or otherwise excluded from, or ineligible from, participation in federal assistance programs or activities. The selection of your firm will comply with (or will not violate) Iowa Code Chapter 692A, as amended, regarding the presence of registered sex offenders on District property. The selected Project Architect may be required to provide further certifications and/or assurances to this effect.

**Tab 8 – INSURANCE** – See APPENDIX A for required district insurance provisions.

### **SELECTION CRITERIA**

The most highly qualified firms designated from the RFP process will be selected to participate in an interview process with the District. After the interviews, the District Selection Committee will identify the firm/team that it determines best fits the needs of the District.

Should the District be unsuccessful in contract negotiations with the firm(s) of choice, the firm(s) identified as second choice may be extended the opportunity to negotiate a contract(s).

Each Proposal will be evaluated and ranked on the criteria set forth below.

1. Business information and relevant experience of the firm
2. Project approach
3. Qualifications of proposed Project team and proximity to serve the District
4. References & litigation history
5. Proven success and experience with scope, scale, phasing, and complexity of similar projects
6. Project understanding
7. Proposed fee and schedule

It is the District's intent to review all proposals and select a Project Architect that it determines best fits the needs of the District, based on ability, experience, approach, quality, references, and other criteria outlined above, at a reasonable cost and schedule, and reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers or to cancel this RFP in part or in its entirety, if it is in the best interest of the District to do so. Those items requested by the RFP which are not outlined above may be used as a basis for possible disqualification. It is the intent of the District that the selection criteria and ranking of respondents will serve only to assist the District in its selection of a Project Architect, and the District reserves the right to select a Project Architect(s) that it determines, in its sole discretion, to be in the best interests of the District.

The District reserves the right to conduct any investigation of the qualifications of any respondent that it deems appropriate, negotiate modifications to any of the items proposed in a proposal, or request additional information from any respondent. Failure by a respondent to timely provide any additional information requested by the District may, in the sole discretion of the District, be cause for the rejection of the respondent's proposal.

### **SELECTION TIMELINE**

The District expects to select firms for interviews on or about **September 21, 2023**, and expects to conduct interviews the week of **September 25th, 2023** as schedules get confirmed. It is the District's intent to make a decision on the proposals on **October 16, 2023**. Proposals must be good for at least sixty (60) days after the deadline for submission of proposals.

### **SUBMISSION GUIDELINES**

Each Submittal must conform and be responsive to the requirements set forth in this RFP. The District reserves the right to waive any informalities or irregularities in received Submittals. Further, the District reserves the right to reject any and/or all Submittals or parts thereof and to negotiate contract terms with one or more respondent firms for one or more of the work items, and to enter into such contract or contracts as shall be deemed to be in the best interests of the District. Any proposal may be withdrawn or modified by written request of the proposer, provided such request is received by the District within the date and time set for receipt of proposals.

The District hereby notifies all respondents that it will affirmatively ensure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit its response to this RFP and no respondent will be discriminated against on the grounds of any legally protected class on consideration for the award. The successful firm shall not discriminate against any individual in accordance with applicable federal, state, or local laws.

All proposals become the property of the District and will not be returned to the respondent. Once received and opened, the contents of the proposals will be placed in the public domain and be open for inspection by interested parties. The contents of the successful firm's proposal may become part of the contractual obligations if deemed appropriate by the District. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld upon the written request of the respondent. The District is not liable for costs incurred in the preparation of this submission and any other subsequent submissions or presentations.

The terms and conditions of this RFP and any resulting contracts or activities based upon this RFP shall be construed in accordance with the laws of the State of Iowa. All respondents shall comply with applicable federal, state, and local laws and regulations as well as all applicable District policies and rules at all times relevant hereto.

Any contract that may follow this RFP shall be subject to review and approval by District legal counsel and the District's Board of Directors. Acceptance or selection of a firm from this RFP process does not mean an approved and binding contract will ultimately follow for the services described herein.

**Please return your completed copy of this page with all pertinent information entered.**

Attachment A

**TO ALL FIRMS, CONTRACTORS, VENDORS, VOLUNTEERS AND EMPLOYEES OF THE  
ANKENY COMMUNITY SCHOOL DISTRICT**

The Iowa Legislature has amended the Sex Offender Registry Law (Chapter 692A of the Code of Iowa). This notice and certificate is to assure compliance with the new State of Iowa Sexual Offenders Laws and Regulations. It is your duty to make sure that you, (and for vendors, your employees), are obeying these restrictions.

Prohibited Conduct

Any person on the Sex Offender Registry (SOR) or required to be registered on the SOR and whose conviction involved a sex offense against a minor are now prohibited from:

- Being present on school property (public and nonpublic) without written permission of school administrator or administrator's designee, unless enrolled as a student at the school;
- Being present on or in any vehicle or other conveyance owned, leased, or contracted by a public or nonpublic elementary or secondary school without the written permission of the school administrator or school administrator's designee when the vehicle is in use to transport students to or from a school or school-related activities, unless enrolled as a student at the school or unless the vehicle is simultaneously made available to the public as a form of public transportation.

Note that the law does not give school administrators the option of granting written permission or waiving the following restrictions:

- Operating, managing, being employed by, or acting as a contractor or volunteer at a public or nonpublic elementary or secondary school.
- Loitering within 300 feet of the school's boundary, unless enrolled as a student at the school;
- Loitering on or within three hundred feet of the premises of any place intended primarily for the use of minors including but not limited to a playground available to the public, a children's play area available to the public, recreational or sport-related activity area when in use by a minor, or a swimming or wading pool available to the public when in use by a minor. Note: This includes property owned by others (such as the City of Ankeny) but used for school activities.

Any person on the Sex Offender Registry (SOR) or required to be registered on the SOR and whose conviction involved a sex offense against a minor:

- Who is legally entitled to vote may be on school property solely for the period of time reasonably necessary to exercise the right to vote in a public election if the polling location of the offender is located in a school;
- Who is the parent or legal guardian of a minor may be on school property solely during the period of time reasonably necessary to transport the offender's own minor child or ward to or from a school

### **CERTIFICATE OF COMPLIANCE**

\_\_\_\_ I CERTIFY THAT I AM A VENDOR, FIRM, CONTRACTOR or AGENCY to the Ankeny Community School District and that I and all employees are in compliance with the new Sex Offender Registry Laws and Regulations who would be on or within 300 feet of the school's boundary. I further certify that no employees who service the Ankeny Community School District are sexual offenders whose conviction involved a sex offense against a minor.

Business Name \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

**Please return your completed copy of this page with all pertinent information entered.**

Attachment B

**ACKNOWLEDGMENT AND CERTIFICATION  
DEBARMENT CERTIFICATION STATEMENT**

**Ankeny Community School District**

These rules shall apply to all companies submitting a response to the Ankeny Community School District request.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds for \$25,000 or more, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Website: <https://www.epls.gov/eplsearch.do>

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

Dated: \_\_\_\_\_

\_\_\_\_\_  
("Company")

By: \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment C

## VENDOR'S MINIMUM INSURANCE REQUIREMENTS

- A. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of, or result from the Contractor's operations under the contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance to be maintained by the Contractor shall be written as follows:

1. **Workers' Compensation and Employers Liability Insurance** as prescribed by Iowa law or the minimum limits shown below;

- |                           |                         |
|---------------------------|-------------------------|
| a. Iowa Benefits-         | Statutory               |
| b. Employers Liability    |                         |
| Bodily Injury by Accident | \$500,000 Each Accident |
| Bodily Injury by Disease  | \$500,000 Each Accident |
| Bodily Injury by Disease  | \$500.000 Each Employee |

The Workers' Compensation policy shall include a *waiver of subrogation clause* in favor of the owner.

2. **Commercial General Liability Insurance** combined single limits shown below covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate Limit	\$4,000,000
Products-Completed Operations Aggregate Limit	\$4,000,000
Personal & Advertising Injury Limit	\$2,000,000
Each Occurrence Limit	\$2,000,000
Fire Damage Limit	\$ 100,000
Medical Expense Limit	\$ 5,000

This insurance must include the following features:

- a. Coverage for all premises and operations. The policy shall be endorsed to provide the aggregate Per Project Endorsement.
- b. Personal and Advertising Injury
- c. Operations by independent contractors.
- d. Contractual Liability coverage
- e. Coverage for property damage underground or damage by explosion or collapse (XCU).
- f. Molestation and sexual misconduct endorsement

3. **Automobile Liability Insurance** covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$2,000,000 per accident. Insurance must include Contractual Liability.
4. **Umbrella/Excess Liability Insurance** combined single limit for bodily injury, property damage and personal injury excess primary liability limits: \$5,000,000. The required Liability limits outlined within may be met with any combination of underlying and umbrella/excess policy limits.
5. **Additional Insured** the Contractor will include the School as additional Insured on all policies except Workers' Compensation as respects all work performed. The additional insured coverage shall be primary and non-contributory to any of the owner's policies and shall apply to both ongoing and completed operations.
6. **Insurance Certificates** Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably acceptable to the School. These insurance policies shall not be canceled without at least 30 days prior written notice to the School. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the School prior to the commencement of this lease.
7. **Government Immunity** The following clauses will be added to all liability coverages:
  - a. The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
  - b. The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
8. **Subrogation** To the extent that such insurance is in force and collectible and to the extent permitted by law, the School and Contractor each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise, except in cases of gross negligence.
9. **Property Insurance** Unless otherwise provided, the Owner shall purchase and maintain property insurance on the project in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made. This insurance shall include

interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

Property insurance shall be on an “all-risk” or equivalent policy form and shall include insurance against the perils of fire, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, testing and debris removal including demolition occasioned by enforcement of any applicable legal requirements, depending on availability. The property insurance may contain sub-limits for these coverages. At the option of the school district, the insurance covering the project may be written under a Builder’s Risk policy or covered under the District’s permanent property insurance.

10. **Professional Insurance** The Contractor shall purchase Professional Malpractice insurance covering performance of the professional services, with policy limits of not less than \$1,000,000 per claim and \$5,000,000 in the aggregate.
11. **Pollution Insurance** If the work involves the transport, dissemination, use or release of pollutants, the Contractor shall purchase Pollution Liability insurance, with policy limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.
12. Coverages under sections 10 and 11 may be purchased through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than \$2,000,000 per claim and \$2,000,000 in the aggregate.
13. **Aircraft Insurance** If the work requires use or operation of manned or unmanned aircraft, including drones, the Contractor shall purchase coverage with policy limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.