



# City of Muscatine

ITEM NUMBER 2025-0002

## AGENDA ITEM SUMMARY

DATE: 1/2/2025

### STAFF

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April Limburg, City Planner

### SUBJECT

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Request to Approve a Contract with Martin Gardner Architecture, in the Amount of \$3,400.00, for Technical Assistance Related to the Secretary of the Interior's Standards and Guidelines for the Paul Bruhn Historic Revitalization Grant Program.

### EXECUTIVE SUMMARY

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Presented for Council's consideration is a request to approve a contract with Martin Gardner Architecture for \$3,400 to provide technical assistance required for the implementation of the Secretary of the Interior's Standards and Guidelines for the Paul Bruhn Historic Revitalization Grant Program.

### STAFF RECOMMENDATION

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Staff recommends Council to approve the contract.

### BACKGROUND/DISCUSSION

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The City of Muscatine applied for a grant through the Paul Bruhn Historic Revitalization Grant Program administered by the National Park Service (NPS). A grant in the amount of \$747,148 was awarded to help with the repairs and rehabilitation of 7 -10 historic properties located in downtown Muscatine. For the grant, we were advised to hire an architect to help the property owners with renderings, cost estimates, and to insure compliance with the Secretary of Interior's Standards and Guidelines for Archeology and Historic Preservation. A request for proposals was released , and Martin Gardener submitted the only proposal. Martin Gardner is the architect on the City's Downtown Revitalization Project and has demonstrated an understanding of the standards.

### CITY FINANCIAL IMPACT

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There will be no impact to the general fund, all expenses will be paid through the Bruhn grant.

### ATTACHMENTS

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1. Architect Contract Fully Exeucted



## FORM OF AGREEMENT FOR SERVICES BETWEEN OWNER AND ARCHITECT

Where the scope of the project is limited to a small group of tasks or small project.

Agreement made as of this Tenth day of December in the year Two Thousand and Twenty-four.

Between the Owner: City of Muscatine, Iowa  
215 Sycamore Street  
Muscatine, IA 52761-3840  
Telephone Number: 563-264-1550

and the Architect: Martin Gardner Architecture, P.C.

Marion Office: 700 11th Street, Suite 200  
Marion, IA 52302  
Telephone Number: 319-377-7604

Oelwein Office: 102 S Frederick Avenue, Suite 1  
Oelwein, IA 50662  
Telephone Number: 563-933-4712

Project Manager: Bethany Jordan, AIA  
Direct Phone: 319-200-8499  
Email Address: [bethanyj@martingardnerarch.com](mailto:bethanyj@martingardnerarch.com)

Please direct all payments to the Marion office.

### **For the following Project as currently understood:**

Repairs and rehabilitation of 7 -10 historic properties located in downtown Muscatine. The architect will provide technical assistance to City staff to confirm the proposed projects comply with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation. Grant funded through the Paul Bruhn Historic Revitalization Grant Program administered by NPS.

Consultants Retained by the Architect for this Project: Not applicable for this phase of the Project.

The Owner and Architect agree as set forth below.

### **ARTICLE ONE: ARCHITECT'S RESPONSIBILITIES**

- 1.1 The Architect shall perform its architectural services consistent with the professional care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- 1.2 Services to be provided by the Architect: The total extent of services to be provided by the Architect under this agreement are described in the attached proposal for services and/or as follows:

Phase 1 Services: Meet with individual property owners to confirm desired project scope and needed professional services. Once this is determined, the Architect will provide fee proposals for

professional services specific to each property. Professional services may include general consultation, design and construction documents, product specifications, assistance with procuring a contractor, and construction observation.

- 1.3 Additional Services: Any other services provided by the Architect shall be charged for as requested or required for the proper execution of the above services. These services shall be considered additional services and will be billed per our current Standard Hourly Rate Schedule as shown in Section 9.1, or at a price agreed to in advance by the Owner.
- 1.4 The Owner agrees to contact the Architect or require the project Contractors to contact the Architect for the above information immediately upon discovery of the items so that the Architect may mitigate problems that may arise from the misinterpretation of the construction documents. The Owner shall allow the Architect to participate in efforts to mitigate potential problems and agrees that if no fault in the documents or services provided are found that the Architect will be reimbursed for the time expended. Should the Architect not be consulted, the Architect shall be responsible for correction of issues on the project which are directly the result of negligence of the Architect and only to the extent of any costs had the Architect been consulted in a timely manner.
- 1.5 The Architect shall prepare on its own form the Notice to Bidders and post said Notice on behalf of the Owner as required by the State of Iowa Code Chapter 26. However, the Architect shall not prepare or post on behalf of the Owner any public notices as may be required by the Owner's code of ordinances and/or policies.

## **ARTICLE TWO: OWNER'S RESPONSIBILITIES**

- 2.1 Right to Rely: The Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The Architect may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Architect shall not be held responsible for any errors or omission that may arise because of erroneous or incomplete information provided by the Owner and/or the Owner's consultants and contractors. These shall include but not be limited to room requirements, personal style preferences, site information and restrictions, and budget limitations.
- 2.2 The Architect will generally examine the site to ascertain the conditions affecting the proposed project. The Architect shall not have any obligation to perform any testing or surveying of the site, including but not limited to any testing for hidden conditions. If an existing site survey showing property lines, easements, utilities, grades (topography), building and other site features, and a legal description of the property is available, the Architect will use such information in the design of the building. Surveys provided by the Owner or Owner's Consultant are subject to the same terms as shown in Paragraph 2.1 "Right to Rely". If such survey is not available, one of the following options must be selected for the proper execution of these services:  
☒ Due to the circumstances of this project no survey is required for this portion of the project.
- 2.3 If requested by the Architect, the Owner shall demonstrate financial capability to satisfy the requirements of this Agreement.

### **ARTICLE THREE: SCHEDULE**

- 3.1 If requested by the Owner, the Architect shall provide a schedule for the completion of the Work. This schedule shall be based upon reasonable allowances of time for the performance of the Work and for the approval of the various phases of the Work by the Owner. Such schedule shall be adjusted as the project progresses given changes in the Work directed by the Owner or subject to the actual time required by outside agencies. The Owner shall fully inform the Architect of time limitations on the Work.
- 3.2 If the Owner has schedule requirements for the project, this information shall be given to the Architect as quickly as possible.

### **ARTICLE FOUR: ELECTRONIC MEDIA**

- 4.1 Communication and information transfer is being conducted for this project in electronic form. The information and communications may include email, word processing, drawings, and other file transfers. It is acknowledged by the Owner that the information is being shared in this manner. Meetings where options and modifications are reviewed or discussed may only have information shared visually. Should the Owner wish to keep a paper copy of certain documents, the Architect may elect to transmit the files electronically for the Owner to print. Nothing in this agreement shall imply that the Architect is promising to supply computer software or hardware to the Owner, or any Consultants or Contractors employed by the Owner.
- 4.2 In accepting and utilizing any drawings, reports, and data on any form of electronic media generated and furnished by the Architect, the Owner agrees that all such electronic files are instruments of service of the Architect, who shall be deemed the author, and shall retain all common law, statutory law, and other rights, without limitation, including copyrights.
- 4.3 The Owner agrees not to reuse these electronic files, in whole or in part, for any purposes other than for the Project. The Owner agrees not to transfer these electronic files to others without the prior written consent of the Architect. The Owner further agrees to waive all claims against the Architect resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Architect. These files may be used for reference for future renovations or additions to the building provided that all conditions at the site are independently verified to determine the actual building conditions as conditions may be changed during construction or through any future undocumented changes to the building.
- 4.4 Electronic files furnished by either party shall be subject to an acceptance period of ten (10) calendar days for either party to identify problems with the transmitted files. The Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Architect and electronic files, the signed or sealed hard-copy construction documents shall govern.
- 4.5 In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs,

arising from any changes made by anyone other than the Architect or from any reuse of the electronic files without the prior written consent of the Architect.

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

## **ARTICLE FIVE: PROJECT TERMINATION OR TERMINATION OF THIS AGREEMENT**

- 5.1 Termination of the Contract: If the Owner elects to not complete the project, the Owner may terminate this Agreement upon a seven (7) calendar days written notice to the Architect. The Architect shall be paid termination expenses as shown in Section 5.3. If the Owner terminates this Agreement pursuant to this provision, the Owner shall return all instruments of Service relating to the Project to the Architect within ten (10) calendar days of termination, unless the Owner pays a licensing fee as shown in Section 5.3. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:
- 5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
  - 5.1.2 Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party.
  - 5.1.3 Suspension of the Project or the Architect's services by the Owner for more than ninety (90) calendar days, consecutive or in the aggregate.
  - 5.1.4 Material changes in the conditions under which this Agreement was entered, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
- 5.2 Termination or Suspension of Services: In the event that the Owner fails to make payment upon any invoice within ninety (90) days of the invoice date, the Architect may suspend or terminate services at its option. The Architect also shall have no liability whatsoever to the Owner for any costs or damages because of such suspension or termination caused by any breach of this Agreement by the Owner and shall be entitled to termination expenses. Should the Architect agree to restart services on the project, the Architect shall have the right to compensation for expenses incurred in the interruption and resumption of the Architect's services.
- 5.2.1 If the Owner is in breach of the payment terms or otherwise is in material breach of this Agreement, the Architect may suspend performance of services upon seven (7) calendar days' notice to the Owner. The Architect shall have no liability to the Owner, and the Owner agrees to make no claim for any delay or damage because of such suspension caused by any breach of this Agreement by the Owner. Upon receipt of payment in full of all outstanding sums due from the Owner or curing of such other breach which caused the Architect to suspend services, the Architect shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees because of suspension.
- 5.3 In addition to any amounts paid under Article 9, if the Owner terminates this Agreement for its convenience, or the Architect terminates this Agreement pursuant to Section 5.2, the Owner shall pay to the Architect the following fees:
- 5.3.1 Termination Expenses: These expenses are in addition to compensation for contracted services, and include expenses, which are directly attributable to termination. Termination

Expenses shall be the greater of Five Thousand Dollars and Zero Cents (\$5,000.00), the actual documented cost of termination, or the amount computed as a percentage of the total compensation for the project earned to the time of termination as follows:

- 5.3.1.1 Twenty (20.00%) percent of the total compensation earned to date if termination occurs before or during the predesign, site analysis, master planning, schematic design, or similar project phase; or
- 5.3.1.2 Ten (10.00%) percent of the total compensation for services earned to date if termination occurs during the design development phase; or
- 5.3.1.3 Five (5.00%) percent of the total compensation for services earned to date if termination occurs during any subsequent phase.
- 5.3.2 Licensing Fee: If the Owner intends to continue using the Architect's Instruments of Service, the Owner shall pay the Architect Fifty (50.00%) percent of the Architect's total fee as shown in Article 9.1. Furthermore, the Owner agrees to the language in Section 6.3 of this Agreement.
- 5.4 If the Owner terminates, modifies or reduces any portion of the Architect's services under this Agreement, the Owner shall indemnify, and hold the Architect and its consultants harmless from and against damages, losses and judgments arising from claims by the Owner or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities the Architect did not provide or in which the Architect did not participate.

## **ARTICLE SIX: COPYRIGHTS AND LICENSES**

- 6.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- 6.2 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause, the license granted in this Section 6.2 shall terminate, unless a licensing fee is paid by the Owner pursuant to Section 5.3.2.
- 6.3 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the

Instruments of Service under this Section 6.3. The terms of this Section 6.3 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.1.

- 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.
- 6.5 Except as otherwise stated in Section 6.2, the provisions of this Article 6 shall survive the termination of this Agreement.

## **ARTICLE SEVEN: CLAIMS AND DISPUTES**

- 7.1 In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Owner and the Architect agree to attempt to resolve such disputes in the following manner:
  - 7.1.1 First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.
  - 7.1.2 Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.
  - 7.1.3 Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to submit the matter to litigation in a federal or state court with jurisdiction over the parties, subject matter, and the location of the project. The Owner and the Architect agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers, and fabricators, providing for mediation as the primary method for dispute resolution among all parties.
- 7.2 **Deficiencies in Services:** Payment by the Owner of any invoice of the Architect without any written objection shall be interpreted to mean that the Owner is satisfied with the Architect's services reflected in the invoice and is not aware in any deficiencies in the Architect's services.
- 7.3 **Disputed Invoices:** If the Owner objects to any portion of an invoice, the Owner shall so notify the Architect within ten (10) calendar days of the receipt of the invoice. The Owner shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated in paragraph 9.4 shall be paid by the Owner on all disputed invoiced amounts resolved in the Architect's favor and unpaid for more than thirty (30) calendar days after date of submission.
  - 7.3.1 The Owner shall not withhold amounts from the Architect's compensation or invoices to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In the event the Owner disputes any portion of an invoice, the Owner shall pay all undisputed portions of such invoice as required by this Agreement. Furthermore, the Owner shall not withhold any payment or portion thereof as an offset to any current or future claim. The Owner may only withhold payment as to those specific services the Owner claims were improperly performed.



- 7.4 Collection Costs: In the event legal action is necessary to enforce the payment provisions of the Agreement, the Architect shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Architect in connection therewith and, in addition, the reasonable value of the Architect's time and expenses spent in connection with such collection action, computed at the Architect's prevailing fee schedule and expense policies.
- 7.5 Defects in Service: The Owner shall promptly report to the Architect any defects or suspected defects in the Architect's work or services of which the Owner becomes aware, so that the Architect may take measures to minimize the consequences of such a defect. The Owner warrants that he or she will impose a similar notification requirement on all contractors in his or her Owner/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Owner, and the Owner's contractors or subcontractors to notify the Architect, shall relieve the Architect of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

## **ARTICLE EIGHT: MISCELLANEOUS PROVISIONS**

- 8.1 All liability for errors and omissions on the plans are limited by this agreement to the amount of compensation for services on this Project or \$50,000.00 whichever is greater. Cost for reimbursable expenses shall not be included in this limit of liability.
- 8.2 The Owner shall, to the fullest extent permitted by law, indemnify and hold harmless the Architect, its officers, directors, employees, agents and subconsultants from and against all damage, liability, and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the services under this agreement, excepting only those damages, liability, or costs attributable to the sole negligence or willful misconduct of the Architect.
- 8.3 In the event, the Architect, its officers, directors, employees, agents or subconsultants are required by subpoena from any party, or are requested by Client or Client's attorney to serve in the capacity of a witness or an expert witness, in a court of law, or be a consultant in any litigation as a result of our services relating to this project, fee will be on an hourly basis, plus direct expenses, and the rates shall be three times those that prevail at the time services are rendered.
- 8.4 Instruments of Service: All materials produced for this project are instruments of service by the Architect to the Owner and remain the property of the Architect. Copies of the drawings and or specifications are available to Owners whose accounts are paid in full for the cost of reproduction. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect from any damages, liabilities, or costs, including reasonable attorneys' fees and costs of defense, arising out of the use or modification by the Owner of any reports, plans, specifications, or other construction documents prepared by the Architect if such use or modification has not been explicitly approved in writing by the Architect and its subconsultants. This indemnification provision shall survive the termination of this Agreement.
- 8.5 Unless otherwise specified, this agreement shall be governed by the laws of the State of Iowa.
- 8.6 Hazardous Materials: It is acknowledged by both parties that the Architect's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Architect or any other party encounters asbestos or hazardous or toxic materials at the job site, or

should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the Owner retains appropriate specialist consultant(s) or contractor(s) to identify, abate, or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations. The Owner will retain the services of a hazardous material consultant to identify and specify removal of all materials deemed hazardous by local environmental or health organizations.

- 8.7 Multiple Changes: The amounts of time estimated are based upon the Architect's professional judgment based upon the Architect's experience with similar projects or situations. They are based upon the amounts of time which the Architect believes that a particular task or service will require. We attempt to include a small amount of time for minor changes to the drawings. Changes that are of a significant nature, that is, changes to the scope of the project after the initial programming and planning, or that change the overall style of the project will be charged for at the standard hourly rates noted below unless the Owner requests an estimate of time in advance. In the case of continual minor changes, the Architect reserves the right to charge for additional services.
  - 8.7.1 The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war, pandemic, or other emergencies; failure of any government agency to act in timely manner; failure of performance by the Owner or the Owner's contractors or consultants; or discovery of any hazardous substances or differing site conditions.
  - 8.7.2 In addition, if the delays resulting from and such causes increase the cost or time required by the Architect to perform its services in an orderly and efficient manner, the Architect shall be entitled to a reasonable adjustment in schedule and compensation.
  - 8.7.3 If delays in the project are encountered due to review by outside agencies, then the terms as shown in Paragraphs 8.7.1 and 8.7.2 shall prevail.
- 8.8 Code Compliance: The Architect will exercise usual and customary professional care in his or her efforts to comply with all codes, regulations, and laws in effect as of the date of submission to local building code authorities. The Owner shall inform the Architect of any codes, regulations, or laws which are applicable to this project, and for which the Owner has information not commonly available within the construction industry.
- 8.9 Changed Conditions: The Owner and Architect agree that when changes occur in the project, this agreement may need to change. Changes may be required considering occurrences or discoveries that were not originally contemplated or known by the Architect. Changes in the project which may necessitate re-negotiation of this contract shall include but not be limited to changes in the project scope, project budget, subsoil conditions, project delivery methods, regulatory changes or interpretations, and actions on the part of the Owner or Contractors that prolong the construction process, which are not the fault of the Architect. Should the Architect call for contract re-negotiation, the Architect shall identify the specific condition necessitating re-negotiation and the contract changes required. The Owner shall promptly respond to this notification and accept the change, propose an alternate contract modification, or reject this change. Either party has the right to terminate this agreement as outlined herein.

- 8.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Architect's Instruments of Service.
- 8.11 If the services covered by this Agreement have not been completed within Twelve months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.
- 8.12 The invalidity of any provision of this Agreement shall not invalidate this Agreement or its remaining provisions. If it is determined that any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case this Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing this Agreement.
- 8.13 Should the Architect be requested or required to attend in-person or virtual City Council, Board of Supervisors, Board of Education, or other similar meetings the Architect will charge for time spent attending the meeting, including travel time to and from the meeting site, as an Additional Service at the hourly rates as shown below in Article 9.1 unless other fee arrangements are requested in advance.

**ARTICLE NINE: PAYMENT FOR SERVICES**

- 9.1 Method of computing fees: Stipulated lump sum amount of Three Thousand Four Hundred Dollars and Zero Cents (\$3,400.00). See also attached Professional Services Proposal dated December 2, 2024.

All hourly and additional services are to be computed using the following hourly rates:

Principal Architect	\$225.00 per hour
Architect	\$110.00 - \$200.00 per hour
Project Manager	\$150.00 - \$200.00 per hour
Design Staff	\$100.00 - \$160.00 per hour
Administrative/Clerical	\$100.00 - \$225.00 per hour
School Intern	\$50.00 per hour

- 9.1.1 For the Architect's consultants expense the compensation shall be the expenses incurred by the Architect plus Two percent (2.00%) of the expenses incurred.
- 9.2 Reimbursable expenses and soft costs will be billed for as they are incurred on this project. For reimbursable expenses and soft costs, the compensation shall be the expenses incurred by the Architect plus Ten percent (10.00%) of the expenses incurred.
  - 9.2.1 Reimbursable expenses and soft costs can include, but are not limited to, drawing or specification copies requested by the owner or required for pricing or construction, postage, shipping fees, computer software, computer and CAD equipment, technology, insurance, legal fees, professional registrations and fees, mileage, travel expenses, project related expenses and company overhead.

- 9.3 The Owner hereby agrees to make an initial payment of Zero Dollars and Zero Cents (\$0.00). This payment will be held against the Owner's account as a retainer. The retainer will be credited to the Owner's account on their final invoice. Upon final payment by the Owner, a credit for all excess moneys will be issued to the Owner.
- 9.4 Invoices shall be payable within 30 calendar days after the invoice date. If the invoice is not paid within 30 calendar days the Architect may, without waving any claim or right against the Owner, and without liability whatsoever to the Owner, terminate the performance of the services. Accounts unpaid 30 calendar days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of the Architect. In the event any portion or all an account remains unpaid 90 calendar days after billing, the Owner shall pay all costs of collection and legal costs, including reasonable attorney's fees.
- 9.5 The Architect reserves the right at its sole discretion to delay or deny in whole or in part the release of its Instruments of Service including but not limited to Schematic Design, Design Development, and Construction Documents for use by the Owner and/or Contractor or other party if the Owner has amounts unpaid Forty-five (45) calendar days after the date of invoice.
- 9.6 This estimate of cost for professional services is based upon the information collected from the client. If the client changes the information given, the cost for services will also change.
- 9.7 No services beyond those outlined in this Agreement will be provided unless authorized by the Owner. Unless otherwise agreed in advance, all additional services will be billed for at the standard hourly rates.
- 9.8 The following payment methods, such as cash, check, bank transfer, or credit cards may be used to pay for the Architect's services. All credit card transactions shall bear a Three Percent (3.00%) surcharge to help offset the costs incurred by the Architect for providing said payment option. The surcharge amount shall be shown at the time of payment through the Architect's secure online payment portal via their website. However, no surcharge will be applied to other payment methods, such as cash, check, or bank transfer. The Architect at any time may disallow the use of credit cards as an acceptable payment method.


#### **ARTICLE TEN: SPECIAL TERMS AND CONDITIONS**

- 10.1 This Agreement shall include miscellaneous consulting for related or future projects that may be requested by the Owner. Such services will be charged for as an additional service using the hourly rates as shown in Article 9.1 above unless other fee arrangements are requested.
- 10.2 For Change Orders to the Construction Contract amount during the construction phase of the project, arising not from an error or omission by the Architect, the compensation to the Architect shall be Ten percent (10.00%) of the change order amount, regardless if it is an increase or decrease, and will be charged for as an additional service lump sum payment per change order.

ARTICLE ELEVEN: SIGNATURES OF AGREEMENT

11.1 OWNER’S SIGNATURE:

Signed by:




ECF3D4F2A0DE45E...

DATE: 1/13/2025 | 04:05:47 PST

Brad Bark, Mayor

MARTIN GARDNER ARCHITECTURE, P.C. SIGNATURE:

DocuSigned by:



47773FBF131744C...

DATE: 1/13/2025 | 09:24:47 CST

Kyle D. Martin, AIA, LEED AP, President



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

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

**Predesign Services**

Preliminary Meetings with Individual Building Owners to Confirm Project Scope and Deliverables\*

**Subtotal** **\$ 3,400.00**

**TOTAL OF SERVICES** **\$ 3,400.00**

Note 1- No reimbursable expenses are included in this proposal. All such expenses will be charged for as they are incurred. Reimbursable expenses will be primarily travel expenses (mileage and meals).

Note 2- \*Meetings are expected to be grouped back to back as much as possible. One hour for each property, over the span of two full days. It is assumed there will be 7 - 10 individual properties participating in the project.

Note 3- Once initial building owner meetings are complete and the scope of work is defined, we will create a fee proposal specific to and broken down by each property address.

Hourly rates for computing services:

Principal Architect	\$208.00
Architect	\$130.00 - \$165.00
Project Manager	\$125.00 - \$170.00
Design Staff	\$120.00 - \$140.00
Chief Operating Officer	\$177.00
School Intern	\$50.00

Certificate Of Completion

Envelope Id: E6EAD639-4D9A-4B62-BBCB-14CCBAE439F0		Status: Completed
Subject: Complete with Docusign: Muscatine Downtown Facades DHRP Architectural Agreement		
Source Envelope:		
Document Pages: 12	Signatures: 2	Envelope Originator:
Certificate Pages: 2	Initials: 0	Justin Hoff
AutoNav: Enabled		700 11th St., Ste. 200
Envelopeld Stamping: Enabled		Marion, IA 52302
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		justinh@martingardnerarch.com
		IP Address: 63.142.33.30

Record Tracking

Status: Original	Holder: Justin Hoff	Location: DocuSign
12/10/2024 10:30:29 AM	justinh@martingardnerarch.com	


Signer Events

Signature	Timestamp
<div>Signed by:  ECF3D4F2A0DE45E...</div> <div>Signature Adoption: Uploaded Signature Image Using IP Address: 15.181.49.200 Signed using mobile</div>	<div>Sent: 12/10/2024 10:33:28 AM</div> <div>Viewed: 1/13/2025 4:03:43 AM</div> <div>Signed: 1/13/2025 4:05:47 AM</div>

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

<div>Kyle Martin kylem@martingardnerarch.com President Martin Gardner Architecture Security Level: Email, Account Authentication (None)</div>	<div>DocuSigned by:  47775FBF151744C...</div> <div>Signature Adoption: Uploaded Signature Image Using IP Address: 63.142.33.30</div>	<div>Sent: 12/10/2024 10:33:28 AM</div> <div>Viewed: 1/13/2025 7:23:56 AM</div> <div>Signed: 1/13/2025 7:24:47 AM</div>
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Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<div>April Limburg alimburg@muscatineiowa.gov Security Level: Email, Account Authentication (None)</div>	<div></div>	<div>Sent: 12/18/2024 6:49:53 AM</div> <div>Viewed: 12/18/2024 6:56:19 AM</div>

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Bethany Jordan bethanyj@martingardnerarch.com Architect Martin Gardner Architecture, P.C. Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/10/2024 10:33:27 AM Viewed: 12/10/2024 10:42:18 AM
Jodi Royal-Goodwin jroyal-goodwin@muscatineiowa.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/10/2024 10:33:29 AM Viewed: 12/10/2024 5:58:51 PM
Kristin Neppi kristinn@martingardnerarch.com Office Manager Martin Gardner Architecture, P.C. Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/10/2024 10:33:29 AM Viewed: 1/13/2025 8:28:12 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/10/2024 10:33:29 AM
Envelope Updated	Security Checked	12/10/2024 10:50:15 AM
Envelope Updated	Security Checked	12/10/2024 10:50:15 AM
Envelope Updated	Security Checked	12/10/2024 10:50:15 AM
Envelope Updated	Security Checked	12/18/2024 6:49:52 AM
Certified Delivered	Security Checked	1/13/2025 7:23:56 AM
Signing Complete	Security Checked	1/13/2025 7:24:47 AM
Completed	Security Checked	1/13/2025 7:24:47 AM
Payment Events	Status	Timestamps