



Downtown Grant Review Board Meeting Agenda

Wednesday, September 9, 2026 - 12:00 PM

City Offices (Building 18, Legacy Plaza) - Large Conference Room
303 W 4th St N, Suite 501
Newton, IA 50208

- I. Roll Call
- II. Review of Minutes of Previous Meeting:
- III. New Business
 - 1. 104 1st Ave E - Facade Improvements
 - 2. 104 1st Ave E - Housing Grant
- IV. Adjourn

ADA Compliance: The City of Newton is pleased to provide reasonable accommodations, in compliance with the Americans with Disabilities Act, for those individuals or groups who require assistance in being able to participate in the meeting. Please contact the Community Development Department at least 24 hours in advance of the meeting by calling 641-792-6622 to arrange for accommodations to be provided.

Chair: Corinne Coyle; **Members:** Fred Chabot, Rita Reinheimer, Marilyn Terlouw, Colby Lawson, Tiffany Thomas, Wade Sheeler

Minutes of Meeting
Downtown Grant Review Board

Community Development/Community Services/Public Works Large Conference Room
303 West 4th Street North, Building 18,
Suite 501 Newton, Iowa 50208

July 22, 2026

Roll Call:

Board members present:	Chabot, Coyle, Lawson, Reinheimer
Board members absent:	Terlouw, Thomas, Sheeler
Staff Present:	Varsha Borde, Sr. City planner
Others present:	Randy Ervin, City Mayor Erin Yeager, Newton Mainstreet Director

A quorum being present, the meeting was called to order at 2:00 PM by Chair Coyle.

Minutes of the Previous Meeting. Minutes of the previous meeting for July 13, 2026 were reviewed and approved with minor corrections via VV (4-0). Motion by Lawson, Seconded by Wheeler. **Approved** VV (4-0).

1. Downtown Improvement Grant:

- **108 1st Ave E – Vanessa Young, Applicant.** Staff reviewed the staff report. Subject property is a contributing structure to the historic district. The applicant has proposed restaurant improvements and requests grant funds for the same for the bakery at **108 1st Ave E.**

Motion by Lawson, Seconded by Wheeler to approve \$3,511.54 in grant funds to Vanessa Young for the bakery renovations at 108 1st Ave E. **Approved** VV (4-0).

Adjournment. Meeting adjourned at 2:10 PM. Motion by Lawson, Seconded by Wheeler. **Approved** VV (4-0).



August 28, 2026

Erin Chambers
Community Development Department
City of Newton
303 W 4th St N, Suite 501
Newton, IA 50208

re: Incentive Request for Jewel Apartments

Dear Erin:

Goldfinch Growth is planning to renovate the apartments located at 104 1st Avenue East in Newton, creating 14 high-quality, affordably-priced units in an upper story complex that has been vacant for more than 17 years. In order to make this project economically viable, we are seeking public incentives. As you know, the City submitted a CDBG application in support of the project to the State of Iowa's Upper Story Housing Program on August 17th. Goldfinch Growth is thankful for that support, and this letter now serves to summarize our request for further assistance from existing City programs that are designed to facilitate and foster development activity and tax base growth.

1. Downtown Improvement Grant (Facade Improvements) \$24,000

This program funds exterior improvements consistent with the City's Downtown Historic District Design Guidelines. Goldfinch Growth applied for matching funding for door and window removal and replacement, along with architectural services, per the program guidelines, on July 30th.

2. Downtown Housing Grant \$280,000

The program has a maximum award of \$20,000 per unit, and our request is for this maximum for each of the 14 units. The



City's program recognizes the high costs of upper story renovation (especially the necessary life-safety upgrades) and provides a workable incentive to make these renovations financially feasible. For the Jewel Apartments, Goldfinch Growth submitted a partial application request for \$77,000 on July 30th. This letter expands that request for the full project.

3. Assistance to New Affordable Housing Construction **\$40,000**

As part of the City's Low-Moderate Income Housing Set-Aside Funds program, Goldfinch Growth is requesting \$10,000 for each of four units that would be income-restricted. Our projections show that all of the units would be under the Federal affordability limits, but only the four units that are subject to the CDBG application would be officially designated as such.

We would propose that the timing of the grant funding would come upon the issuance of a Certificate of Occupancy for the apartments or July 1st, 2027, whichever is later. As an option to a full \$344,000 in grant funding, a partial grant award coupled with partial TIF rebates would work within the project pro forma. This would be proposed as grants totaling \$180,000 and a ten-year TIF property tax rebate capped at \$164,000.

Moving forward with renovations of the four units that are currently fully unfinished is entirely contingent on receiving the State's CDBG funding award. If that grant is not received, the request of the City would be modified in the following ways:

1. Downtown Improvement Grant (Facade Improvements)

No change- the grant requirements are based on facades and not interior units and would not change from the \$24,000 request.

2. Downtown Housing Grant

The request would only be for ten units instead of fourteen, and therefore would be reduced to \$200,000.

3. Assistance to New Affordable Housing Construction

This request for \$40,000 would be eliminated, as the CDBG units would be the ones formally designated as affordable housing.



In sum, the grant request would be reduced to \$224,000 if the CDBG funding is not received. The intent would be to re-apply for that funding in a future cycle, and to move forward with the completion of the ten other units in the interim time.

The project's total investment costs are projected at \$1,270,000, and even with the City and State grants, private funding would still constitute the largest share of the project budget. The apartments would contribute to new economic vitality on the Courthouse Square and would more than double the assessed value of the property. We have attached updated grant application forms and appreciate the consideration of these requests.

Thank you,

A handwritten signature in blue ink, reading "Bryan D. Friedman".

Bryan Friedman
Co-Owner
Goldfinch Growth

A handwritten signature in blue ink, reading "Natalie Umsted".

Natalie Umsted
Co-Owner
Goldfinch Growth

Downtown Grant Review Board - Staff Report

Location: 104 1st Ave E
Applicant: Goldfinch Growth/ GG 104, LLC
Owner: Goldfinch Growth/ GG 104, LLC
Program Area: Façade rehabilitation, Facade improvements, Architectural fees
Current Use: Vacant

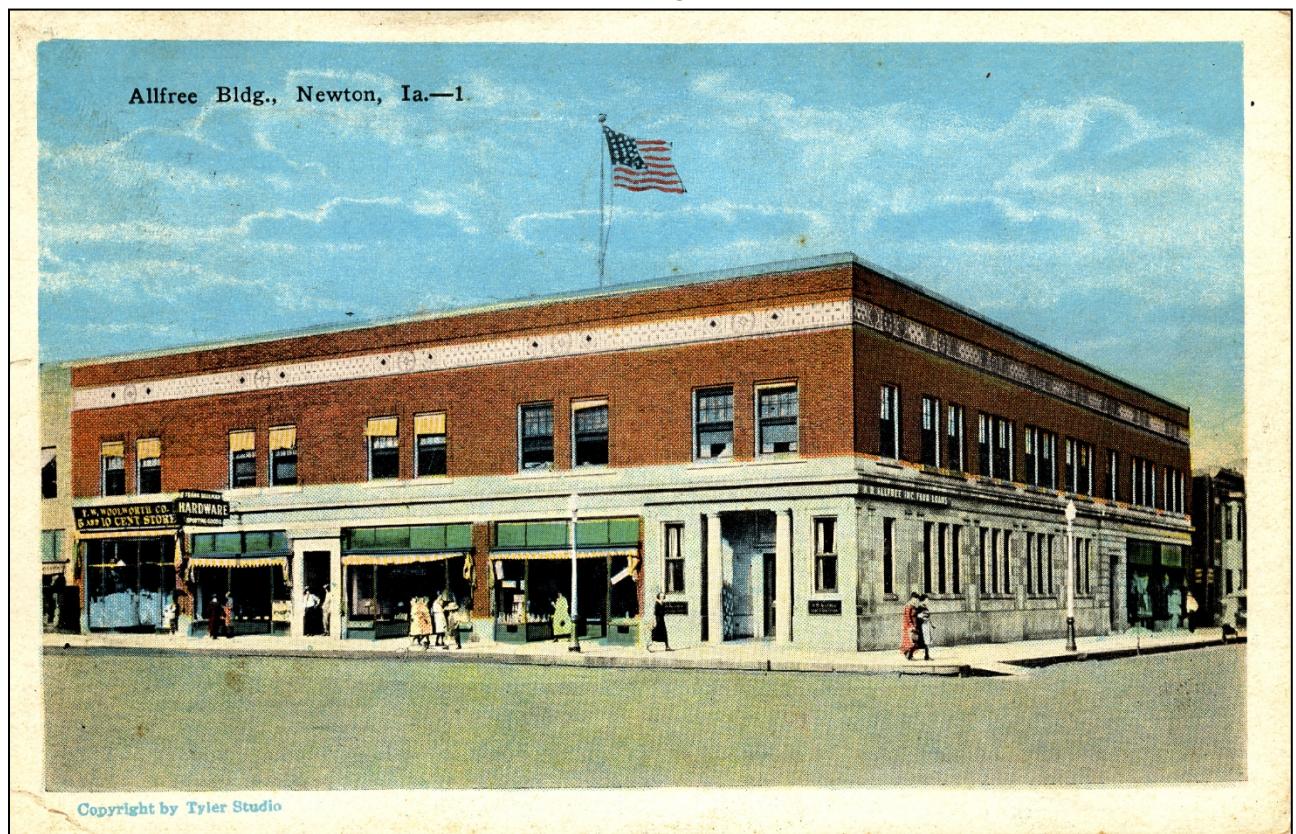
Proposal: Façade rehabilitation



Building Façade



Historic Images-



Site Description: The subject building is located on the northeast corner of the intersection of First Avenue East and First Street North. Its façades face east and south. It is adjoined on the north by a two-story brick building and on the east by an public alley. Public sidewalks on First Avenue East and First Street North run flush to the building, providing access to the ground floor businesses and the upstairs apartments.

Building Background: The building is a two-story red brick structure on a stone foundation. The block building is rectangular in form, measuring extending northward approximately 107' from its 131' frontage on 1st Ave. E. The west façade consists of a series of five bays. The south façade has two bays at its east end. At approximately the center of each façade is a recessed entrance leading to the second story's fifteen apartments. Typical of commercial buildings its roof is flat with concrete coping. A stone sill course atop a classical motif extends horizontally across the width of both facades. A pair of double hung retrofitted windows rises above each bay, retaining the size and shape of the originals. Below the cornice of the two primary facades stretches a band of yellow aggregate into which polychrome masonry is embedded in geometric patterns. The second-floor façade retains all of its original architectural elements.

The two northernmost bays (numbered 106-108) were added to the building in 1918. Each of them has a recessed entryway. Large, steel-framed display windows occupy almost the entire facade and angle inward to the non-historic wood and glass doors. The use of matching non-historic signage panels and retractable awnings above the doors create a continuum that mirrors the repeated brick banding of the cornice.

At the junction of the original building and the 1918 addition, a stone block surround designates the recessed entry to the second floor. A single commercial steel and glass door is marked with "Jewel Apartments" on the transom. Engraved in the stone above the doorway is "Jewel Building." A lentil with classical motif surmounts the entryway. The upper story of the south façade replicates the brick and decorative motifs of the west façade. Windows on this façade appear singly, or in groups of two or three, indicative of the size of the rooms or offices they service.

In 1937, the building slowly began to be known as "The Jewel Building." The name "Jewel" is now carved into the stone above the primary entrance on First Avenue East, and it appears on the transom above the secondary entrance on First Street North.

Over the years a number of business and professionals have been located in the Allfree/Jewel building. The second floor provided office space for a number of medical professionals and lawyers for many years, and an elevator provided easy access by people of all ages. Long-term tenants of the second floor included Drs. Stanton, Thielmann, and attorney Ross Mowry. First floor tenants have included the long-time Newton businesses of Walgreen's, Spurgeon's, Newton Office Supply, F. W. Woolworth, Singer Sewing Center, and the Panda Garden Restaurant.

Integrity Considerations:

As it relates to design, materials, and workmanship the Allfree Building retains a high degree of integrity. While some individual storefronts have been refaced a number of times, the upper story retains the historic look it has had since 1918. As it relates to location, association, and setting the building also retains a high degree of integrity and contributes to the integrity of feeling created by the generally intact commercial district found in Newton.

Past Grant Awards: None

Analysis & Recommendation:

Façade

- Non-historic window and door removal.

As per the applicant-

- *(The facade removal is non-historic window removal and non-historic door removal. Several of the existing windows are broken and/or inoperable. They are "locked" with pieces of wood jammed into place, like the photos below show. Some do not close all the way and have broken or inoperable sash cords. The door facing 1st Avenue has been infilled with a non-commercial, non-historic door. The upper transom was filled in and the door itself is a residential door with an elaborate sidelight that is not historically appropriate for the building.)*

- Install historically accurate windows and doors.

As per the applicant-

- *We would like to replace these items with windows and doors that are historically accurate and more appropriate for the space. For the door, we would like to replace it with a commercial door with an upper transom, similar to the door that is on 1st Street. For the windows, we would like to replace the existing windows with a style that better matches the historic period of the building. I have attached a PDF of the ProVia Edure Window Spec Sheet. That is the window that is included in the Hamilton Glass Quote that was provided in our application materials.*

Proposed Projects	Estimated Cost	1:1 Match Amount	Maximum Allowed	Amount requested	Recommended Grant
Façade Rehabilitation (window removal)	\$ 36,990.00	\$18,495.00	\$6,000.00	\$6,000.00	\$6,000.00
Façade Renovation (window, door installation)	\$ 50,901.54	\$25,450.77	\$15,000.00	\$15,000.00	\$15,000.00
Architectural Fees	\$6,000	\$3,000.00	\$3,295.93	\$3,000.00	\$3,000.00
Total					\$24,000.00

Staff recommends approval of the grant request of \$24,000.00 to GG 104 LLC.

Downtown District Grant Programs Application		
Applicant Information		
Name:	Goldfinch Growth Inc	
Phone:	641-841-0808	
Address:	700 1st Ave S, Ste A	
City:	Altoona	State: IA Zip Code: 50009
E-mail:	Bryan@GoldfinchGrowth.com	
(Circle One)	<u>Owner</u>	Tenant
Property Information		
Business Name:	Jewel Apartments	
Business Address:	104 1st Avenue East	
Description of Business/Property Use:	14 Second Story Apartments	
Property Owner (If not applicant):	GG 104 LLC (wholly owned by Goldfinch Growth Inc)	
Owner Address:		
City:	State:	Zip Code:
E-mail:		
Select Program (Circle)		
Sign or Sign Removal	Up to \$750 granted to property owners for the removal of old signage or the installation of new signage. 1:1 Match Required.	
<u>Façade Rehabilitation</u>	Up to \$2,000 granted for property owners for the removal of a non-historic façade. 1:1 Match Required.	
<u>Historic Façade Rennovation</u>	Up to \$5,000 granted from property owners for the rehabilitation and preservation of a historic façade. 1:1 Match Required.	
New Awning or Awning Removal	Up to \$2,500 granted for awning removal and/or new awning installation. 1:1 Match Required.	
Painting or Paint Removal	Up to \$1,500 granted for painting and/or paint removal. 1:1 Match Required.	
Restaurant Improvements	Up to \$25,000 for semi-permanent equipment such as hood/ventilation system, grease interceptors 1:1 Match Required.	
<u>Architectural Fees</u>	Up to 7.5% of the total project costs, not to exceed \$3,750. 1:1 Match Required.	

\$24,000 total request

\$6,000
Removal of door and windows on three sides

\$15,000
Install door and windows on three sides

\$3,000
Half of Phase 1 architect costs

Submit a completed application with all required documents to CommDev@newtongov.org.

I authorize the verification of the information provided on this form and have attached all required documentation as specified in the application materials. I also understand that my project may be used for marketing the program to other businesses. I acknowledge that I have read and agree to the program conditions outlined on the back of this form.

Signature of Property Owner: *Bryan D. Friedman*

Date: 8-28-26

Signature of Applicant: _____

Date: 8-28-26

Program Conditions and Terms of Agreement

- The applicant and property/business owner meets all eligibility criteria outlined in the Façade Grant Program.
- No funds are approved for the proposed improvements until the applicant is notified in writing of grant award and meets all Program requirements. **Work completed prior to final approval is ineligible for funding.**
- Grant funds shall be disbursed only upon the satisfactory completion of the project in accordance with the approved plans for the project. It is the responsibility of the applicant to demonstrate that the project is satisfactorily complete.
- The work approved for the grant shall be completed within 1 year of the date of the award letter.
- Grant funds are only to be used for the scope of the project approved by Grant Review Board and the City of Newton.
- The applicant shall ensure that work is performed in a satisfactory manner, as determined by the City of Newton, conforming to the approved application, project budget, and project schedule.
- The applicant is responsible for meeting the match requirement. The applicant shall keep record of all applicable documents and receipts to substantiate that they are in conformance with this requirement.
- No changes to the approved project plans shall be made without prior consent from the City of Newton. The applicant must submit any changes to the project before the changed component of the project is completed.
- Upon completion of the project, the applicant must submit receipts for all of the work to the City of Newton Planning and Zoning Department for reimbursement.
- Upon completion of the project, the City of Newton will be ----will inspect the project. If the project is complete, a Certificate of Completion will be issued. A Certificate of Completion shall be issued prior to reimbursement.
- The applicant must disclose any insurance claims that were made and the amount approved/paid by insurance.
- Any items paid by the city funds should remain at the location for which the grant was approved.

I agree to the above terms and conditions of the agreement.

Signature of Applicant:  Date: 8-28-26

Facade Program

Requested City Grant	\$24,000
Budget Items:	
Windows	\$63,541
Facade demolition	\$12,000
Storefront door and door accessories	\$5,000
Architecture	\$6,000
Total Costs	\$86,541
City Grant	\$24,000
Goldfinch Contribution	\$62,541

219 1st AVE. E.
Newton, IA 50208
O:641-792-1641
C:641-521-9963

INVOICE # 111
Date: 11-17-25

To: Jewel BLDG

Expiration Date: 12-17-25

Project Manager /Estimator/installer	Job	Payment terms	Due date
Marty	Install	50% due on order 50% Due on receipt	TBD

Qty	Description	Unit price	Line total
42	Removal of existing material and dispose of. Prep opening for 42 new ProVia windows rustic bronze paint on Exterior and white interior Install, trim, insulate, and caulk to watertight conditions.	0.00	24,480.00
Miscellaneous	(SCOPE) is but not limited to - Screws, Nails, Caulking, Flash Tape, Insulation, and Cutting Blades (any), trip/mileage, custom build/material, shipping (any), lift rental.	0.00	12,510.00
42	42 New ProVia En600 series vinyl window rustic bronze paint exterior with white interior	0.00	50,901.54
	1 (NOTE: will there need to be a window limiter device installed for safety on 2nd floor? NOT INCLUDED IN PRICE) 2 (NOTE: windows will technically be double hung windows Hamilton glass will install a permanent stop to keep top sash from moving you get a higher quality window this way) 3 (NOTE: Any window that may be terminated to the roof may require a roofer to tie it back in after installation of new windows) 4 (NOTE: Hamilton glass will do their very best to cause anymore work but in some instances some drywall repair and/or paint may need to be done after installation of new window)		
Subtotal			\$87,891.54
Sales Tax			\$3006.85
Total			\$90,898.39

X _____ Date _____

Signature is acceptance of this quote. This quote is good for 30 days.

Please read carefully and feel free to ask questions!

This is only an estimate, and prices are subject to change.

PLEASE BE AWARE NEW TERIFFS BEING PUT IN PLACE DAILY MAY AFFECT PRICING IN THE IMMEDIATE FUTURE (GOOD FOR 30 DAYS)

THANK YOU FOR YOUR BUISNESS



Endure Window - EN600 Series

601 - Double Hung

White Inside / Rustic Bronze Outside

White Base Vinyl Color

White Bulb Seal

FineLine

Block & Tackle Balance System

Snap-In Frame Sash Stops

Double Profile DA Locks

White Vent Locks

White Hardware

INNERGY Thermal Sash Reinforcement

Flex Full Screen with BetterVue Screen Mesh

Top Glass:

ComforTech DLA-UV

Single Strength Glass (3/32" per pane)

3/4" IG Thickness

Colonial Flat Grid - 3V x 1H

White Inside / Classic Bronze Outside Grids

Bottom Glass:

ComforTech DLA-UV

Single Strength Glass (3/32" per pane)

3/4" IG Thickness

Graphite Foam Insulation

Sill Extender

Sizing and Pricing

Contact an Authorized Dealer to design, size, price and install your ProVia product. Availability of selected products and features may vary due to size constraints.

Energy Performance

U-Factor (I-I-G/T-P): 0.27

Existing Main Door to Be Replaced



Will more closely resemble existing commercial-style door on the 1st Street side of the building.





AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 15th day of July in the year 2026
(In words, indicate day, month and year.)

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

Goldfinch Growth Inc
700 1st Ave S. Suite A
Altoona Iowa 50009
Contact – Bryan Friedman

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

Curtis Architecture & Design PC
301 East Court Ave. #105
Des Moines, Iowa 50309
Rodney L. Curtis, AIA

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

104 1st Newton Upper Level
This project is an upper-level revitalization of 4 apartment units, a central public space and updated code compliancy located at 104 1st Ave. East in Newton, Iowa. In total there will be 14 finished apartments on this upper level. Curtis Architecture will provide schematic, design, construction drawings, bidding and construction observation phases.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

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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.)

These 4 apartment units in this contract are specifically targeted for an IEDA CDBG grant application. This contract includes a two-phase project agreement. Phase 1 is all work needed for Aug. 17, 2026, application deadline which includes schematic development drawings in presentation form with construction cost projections. Phase 2 in this contract includes post award services including finalizing design, construction drawings, bidding and construction observation as is typical in the traditional Architectural fee structure as outlined in this contract. If the project is not awarded the owner can terminate phase 2 of this contract.

§ 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.)

The four apartment units is a gut rehab project. The central public space will have some new remodeled improvements and the entire upper level will need a complete code compliance review with city approval.

§ 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.)

Unknown

Init.

/

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

- .1 Design phase milestone dates, if any:
- .2 Construction commencement date:
- .3 Substantial Completion date or dates:
- .4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Self-performed, sub-contractor competitive bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Bryan Friedman
bryan@goldfinchgrowth.com
641 841-0808

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:

Init.

/

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jacob Gockel
Curtis Architecture & Design PC
jacob@curtisarchitecture.com
563 564-3509
515 650-6780

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Tometich Engineering
Not currently needed nor included this contract fee.

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

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

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than **Two Million** (\$ **2,000,000.00**) for each occurrence and **Four Million** (\$ **4,000,000.00**) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **Two Hundred Fifty Thousand** (\$ **250,000.00**) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage

than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than **One Hundred Thousand** (\$ 100,000.00) each accident, **One Hundred Thousand** (\$ 100,000.00) each employee, and **Five Hundred Thousand** (\$ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than **One Million** (\$ 1,000,000.00) per claim and **One Million** (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and

Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

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

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the

Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 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, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Architect in base fee
§ 4.1.1.3 Measured drawings	Architect in base fee
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect in base fee
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Architect in base fee
§ 4.1.1.14 Conformed documents for construction	Architect in base fee
§ 4.1.1.15 As-designed record drawings	Architect in base fee
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 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 provided below.

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

4.1.1.2 – Multiple Preliminary Designs up to 3 maximum per unit.

4.1.1.3 Existing building measurement will be done by Curtis Architecture.

4.1.1.10 Curtis Architecture will perform all interior design with help from owner on material and finishes.

4.1.1.13 Curtis Architecture will perform onsite observation services during construction.

4.1.1.14 All addendum items will be provided with the overall final set of construction drawings.

4.1.1.15 Final set(s) of bid documents will be provided.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

None

Init.

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Eight (8) visits to the site by the Architect during construction
- .3 Three (3) 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.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional

Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

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

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Amount due based on scope of work completed

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

The balance due plus 50% through the date of termination based upon work completed as detailed in section 11.5

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Phase 1 Pre-application : Schematic / Presentation type drawings (Seven Thousand dollars) (7,000.00)
This includes measuring entire upper level.
Phase 2 Post-award : Design, Construction Drawings, Bidding, and Construction Observation (Thirty Eight Thousand dollars (\$38,000.00))
Both Phases together = Forty-Five Thousand dollars (\$45,000.00)

.2 Percentage Basis
(Insert percentage value)

■ () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

None

§ 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.)

None

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), 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		percent (	15	%)
Design Development Phase		percent (	28	%)
Construction Documents Phase		percent (	40	%)
Procurement Phase		percent (	2	%)
Construction Phase		percent (	15	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Hourly rates, if needed could change depending on the scope of work and consulting needed.

Employee or Category	Rate (\$0.00)
Architect	\$175.00
Architectural Associate 1	\$125.00
Architectural Associate 2	\$100.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

§ 11.10.2 Progress Payments

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

1,5% Monthly %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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.)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

☐ N/A

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ N/A] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☐] 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.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Bryan Friedman
(Printed name and title)



ARCHITECT (Signature)

Rodney L Curtis, AIA Pres. #03913
(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:59:32 ET on 07/16/2026.

PAGE 1

AGREEMENT made as of the 15th day of July in the year 2026

...

Goldfinch Growth Inc
700 1st Ave S. Suite A
Altoona Iowa 50009
Contact – Bryan Friedman

...

Curtis Architecture & Design PC
301 East Court Ave. #105
Des Moines, Iowa 50309
Rodney L. Curtis, AIA

...

104 1st Newton Upper Level
This project is an upper-level revitalization of 4 apartment units, a central public space and updated code compliancy located at 104 1st Ave. East in Newton, Iowa. In total there will be 14 finished apartments on this upper level. Curtis Architecture will provide schematic, design, construction drawings, bidding and construction observation phases.

PAGE 2

These 4 apartment units in this contract are specifically targeted for an IEDA CDBG grant application. This contract includes a two-phase project agreement. Phase 1 is all work needed for Aug. 17, 2026, application deadline which includes schematic development drawings in presentation form with construction cost projections. Phase 2 in this contract includes post award services including finalizing design, construction drawings, bidding and construction observation as is typical in the traditional Architectural fee structure as outlined in this contract. If the project is not awarded the owner can terminate phase 2 of this contract.

...

The four apartment units is a gut rehab project. The central public space will have some new remodeled improvements and the entire upper level will need a complete code compliance review with city approval.

...

Unknown

PAGE 3

Self-performed, sub-contractor competitive bid

...

N/A

...

Bryan Friedman
bryan@goldfinchgrowth.com
641 841-0808

PAGE 4

N/A

...

N/A

...

Jacob Gockel
Curtis Architecture & Design PC
jacob@curtisarchitecture.com
563 564-3509
515 650-6780

...

Tometich Engineering
Not currently needed nor included this contract fee.

PAGE 5

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million (\$ 2,000,000.00) for each occurrence and Four Million (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Hundred Fifty Thousand (\$ 250,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than One Hundred Thousand (\$ 100,000.00) each accident, One Hundred Thousand (\$ 100,000.00) each employee, and Five Hundred Thousand (\$ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million (\$ 1,000,000.00) per claim and One Million (\$ 1,000,000.00) in the aggregate.

PAGE 11

§ 4.1.1.1	Programming	<u>Not Provided</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Architect in base fee</u>
§ 4.1.1.3	Measured drawings	<u>Architect in base fee</u>
§ 4.1.1.4	Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5	Site evaluation and planning	<u>Not Provided</u>

§ 4.1.1.6	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Not Provided</u>
§ 4.1.1.9	Landscape design	<u>Not Provided</u>
§ 4.1.1.10	Architectural interior design	<u>Architect in base fee</u>
§ 4.1.1.11	Value analysis	<u>Not Provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13	On-site project representation	<u>Architect in base fee</u>
§ 4.1.1.14	Conformed documents for construction	<u>Architect in base fee</u>
§ 4.1.1.15	As-designed record drawings	<u>Architect in base fee</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21	Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.22	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23	Commissioning	<u>Not Provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27	Historic preservation	<u>Not Provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30	Other Supplemental Services	<u>Not Provided</u>

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4.1.1.2 – Multiple Preliminary Designs up to 3 maximum per unit.
4.1.1.3 Existing building measurement will be done by Curtis Architecture.
4.1.1.10 Curtis Architecture will perform all interior design with help from owner on material and finishes.
4.1.1.13 Curtis Architecture will perform onsite observation services during construction.
4.1.1.14 All addendum items will be provided with the overall final set of construction drawings.
4.1.1.15 Final set(s) of bid documents will be provided.

...

None

PAGE 14

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Eight (8) visits to the site by the Architect during construction
- .3 Three (3) 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.

...

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

PAGE 17

[X] Litigation in a court of competent jurisdiction

PAGE 19

Amount due based on scope of work completed

...

The balance due plus 50% through the date of termination based upon work completed as detailed in section 11.5

PAGE 20

Phase 1 Pre-application : Schematic / Presentation type drawings (Seven Thousand dollars) (7,000.00)

This includes measuring entire upper level.

Phase 2 Post-award : Design, Construction Drawings, Bidding, and Construction Observation (Thirty Eight Thousand dollars (\$38,000.00))

Both Phases together = Forty-Five Thousand dollars (\$45,000.00)

PAGE 21

None

...

None

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows:

...

Schematic Design Phase		percent (	<u>15</u>	)	%
Design Development Phase		percent (	<u>28</u>	)	%
Construction Documents Phase		percent (	<u>40</u>	)	%
Procurement Phase		percent (	<u>2</u>	)	%
Construction Phase		percent (	<u>15</u>	)	%

...

Hourly rates, if needed could change depending on the scope of work and consulting needed.

...

<u>Architect</u>	<u>\$175.00</u>
<u>Architectural Associate 1</u>	<u>\$125.00</u>
<u>Architectural Associate 2</u>	<u>\$100.00</u>

PAGE 22

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

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

...

1.5% Monthly %

PAGE 23

N/A

...

[N/A] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:



Bryan Friedman

Rodney L Curtis, AIA Pres. #03913

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:59:32 ET on 07/16/2026 under Order No. 500060013 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

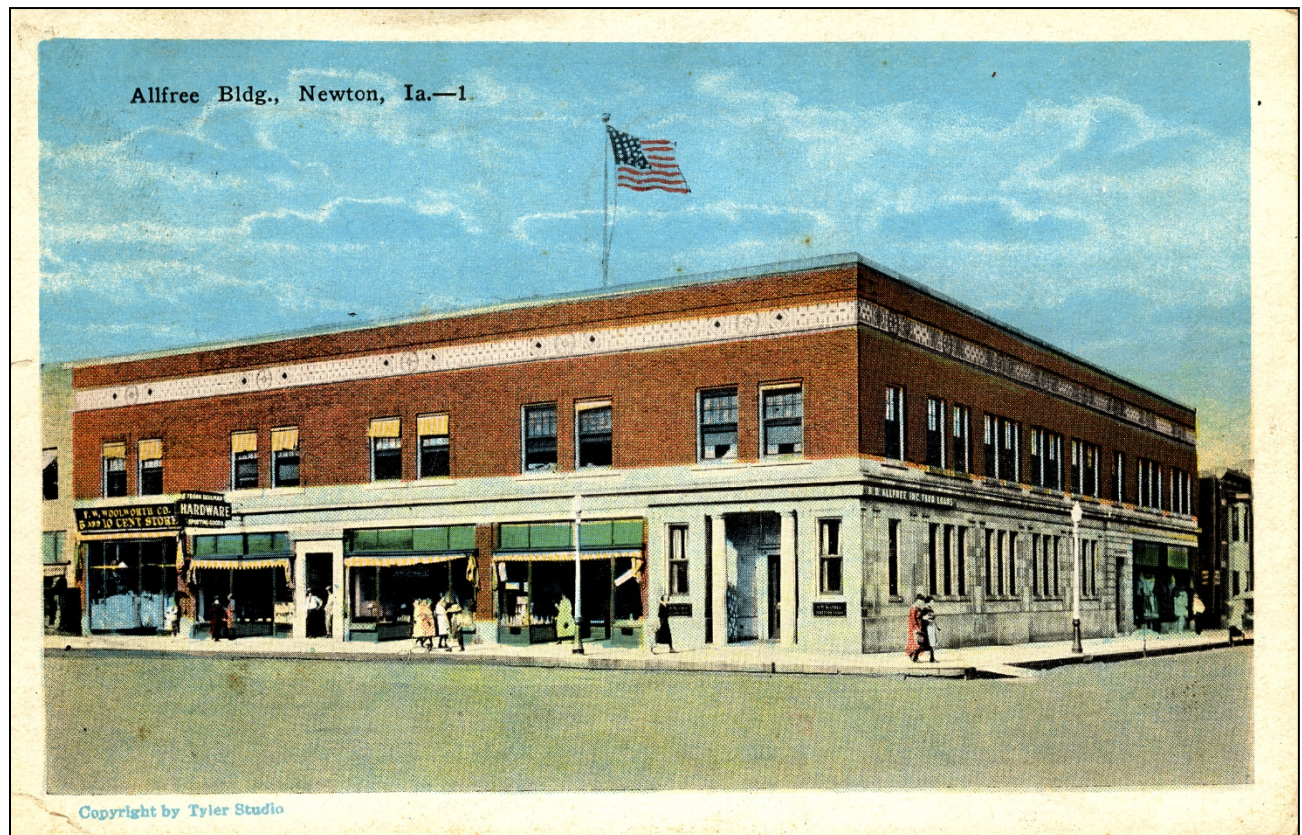
(Title)

(Dated)

GET TO KNOW *Newton*

Downtown Grant Review Board - Staff Report

Location: 104 1st Ave E
Applicant: Goldfinch Growth/ GG 104, LLC
Owner: Goldfinch Growth/ GG 104, LLC
Program Area: Housing Grant
Current Use: Vacant



1Historic Picture



Current Picture

Proposal: The applicant is proposing a sprinkler system and fire alarm system, along with other renovations to bring the property up to a habitable condition

Project specifics:

- Sprinkler system
- Fire alarm system
- Other interior improvement to complete the units within the building, to be available for rent.

Site Description: The subject building is located on the northeast corner of the intersection of First Avenue East and First Street North. Its façades face east and south. It is adjoined on the north by a two-story brick building and on the east by a public alley. Public sidewalks on First Avenue East and First Street North run flush to the building, providing access to the ground floor businesses and the upstairs apartments.

Building Background: The building is a two-story red brick structure on a stone foundation. The block building is rectangular in form, measuring extending northward approximately 107' from its 131' frontage on 1st Ave. E. The west façade consists of a series of five bays. The south façade has two bays at its east end. At

approximately the center of each façade is a recessed entrance leading to the second story's fifteen apartments. Typical of commercial buildings its roof is flat with concrete coping. A stone sill course atop a classical motif extends horizontally across the width of both facades. A pair of double hung retrofitted windows rises above each bay, retaining the size and shape of the originals. Below the cornice of the two primary facades stretches a band of yellow aggregate into which polychrome masonry is embedded in geometric patterns. The second-floor façade retains all of its original architectural elements.

The two northernmost bays (numbered 106-108) were added to the building in 1918. Each of them has a recessed entryway. Large, steel-framed display windows occupy almost the entire facade and angle inward to the non-historic wood and glass doors. The use of matching non-historic signage panels and retractable awnings above the doors create a continuum that mirrors the repeated brick banding of the cornice.

At the junction of the original building and the 1918 addition, a stone block surround designates the recessed entry to the second floor. A single commercial steel and glass door is marked with "Jewel Apartments" on the transom. Engraved in the stone above the doorway is "Jewel Building." A lentil with classical motif surmounts the entryway. The upper story of the south façade replicates the brick and decorative motifs of the west façade. Windows on this façade appear singly, or in groups of two or three, indicative of the size of the rooms or offices they service.

In 1937, the building slowly began to be known as "The Jewel Building." The name "Jewel" is now carved into the stone above the primary entrance on First Avenue East, and it appears on the transom above the secondary entrance on First Street North.

Over the years a number of business and professionals have been located in the Allfree/Jewel building. The second floor provided office space for a number of medical professionals and lawyers for many years, and an elevator provided easy access by people of all ages. Long-term tenants of the second floor included Drs. Stanton, Thielmann, and attorney Ross Mowry. First floor tenants have included the long-time Newton businesses of Walgreen's, Spurgeon's, Newton Office Supply, F. W. Woolworth, Singer Sewing Center, and the Panda Garden Restaurant.

Integrity Considerations:

As it relates to design, materials, and workmanship the Allfree Building retains a high degree of integrity. While some individual storefronts have been refaced a number of times, the upper story retains the historic look it has had since 1918. As it relates to location, association, and setting the building also retains a high degree of integrity and contributes to the integrity of feeling created by the generally intact commercial district found in Newton.

Past Approved Housing Grants: None

Summary of Proposed Work Costs: The following table summarizes the budget and grant requests.

Jewel Apartments Budget and Funding		
Administration	\$20,000.00	
Land Acquisition	\$5,000.00	
Building Acquisition	\$150,000.00	
Demolition	\$30,000.00	
Construction		
Rough Framing/Lumber	\$32,000.00	
Windows	\$63,541.00	Included in Downtown Façade grant
Doors, Frames	\$13,500.00	
Hardware	\$2,390.00	
Drywall Systems	\$24,000.00	
Finish Carpentry	\$29,120.00	
Painting/Staining	\$23,900.00	
Flooring	\$22,920.00	
Misc Building Materials	\$19,120.00	
Cabinetry and Countertops	\$31,500.00	
Electrical	\$86,680.00	
Mechanical	\$201,259.00	
Plumbing	\$54,600.00	
Spray Foam Insulation	\$23,900.00	
General Conditions/ Contractor Fee	\$109,599.00	
Contingency	\$70,000.00	
Architecture and Engineering	\$33,000.00	Included in Downtown Façade grant
Lead Hazard Abatement	\$5,400.00	
FFE	\$22,300.00	
Fees and Charges		
Building Permits	\$3,585.00	
Owner/Developer Fee	\$59,771.00	
Other		
Taxes on Grant Income	\$136,002.00	
Total Eligible Expenses	\$779,888.00	
Eligible expenses per unit	\$55,706.29	

Analysis: -

Proposed Total	Estimated Eligible Cost	1:1 Match Amount	Maximum Allowed	Amount Requested	Recommended Grant
Total Eligible expenses	\$779,888.00	\$389,944.00	\$280,000.00	\$77,000.00	\$77,000.00
Eligible expenses per unit	\$55,706.29	\$27,853.14	\$20,000.00	-	-

Grant Recommendation: Staff recommends approval of the reimbursement grant of \$77,000.00 to GG 104 LLC for 104 1st Avenue East for housing work. All grants are a reimbursement of completed work. The amount requested aligns with the amount remaining in the Downtown Housing Grant Program. If additional funding were to become available, this project could theoretically access those funds at a future date. If that were to happen, staff would seek Downtown Grant Board recommendation at that future time.

Newton Downtown Housing Grant Program Application

Applicant Information		
Name: Goldfinch Growth Inc		
Phone: 641-841-0808		
Address: 700 1st Ave S, Ste A		
City: Altoona	State: IA	Zip Code: 50009
E-mail: Bryan@GoldfinchGrowth.com		
(Circle One) <u>Owner</u> <u>Developer</u> Tenant		
Property Information		
Property Address: 104 1st Avenue East		
Description of Property Use (All Floors): 14 Vacant second floor apartments		
Property Owner (If not applicant): GG 104 LLC (wholly owned by Goldfinch Growth Inc)		
Owner Address:		
City:	State:	Zip Code:
E-mail:		

Submittal Checklist:

- ◆ One-page written summary description of the proposed project including number of units, amount of work to be completed, proposed rental rates (if applicable), and any other information the applicant feels may be relevant
- ◆ Renovation Plans which include things such as a floor layout plan, section drawing, building/fire code analysis, etc.
- ◆ Quotes for the proposed work with specifications on products to be used (catalog pages, print-outs from suppliers, proposed finishes of appliances, etc.)
- ◆ Before Pictures of the space to be renovated and any renderings for the project, if available

(The Grant Review Board, as necessary, may request additional information from the applicant as they review projects.)

I authorize the verification of the information provided on this form and have attached all required documentation as specified in the application materials. I also understand that my project may be used for marketing the program to others. I acknowledge that I have read and agree to the program conditions outlined in the Downtown Housing Grant Program Instructions and that I will submit the materials as required by the submittal checklist. I understand City staff or board members may visit the property prior to review and decision on the project and upon completion of the project.

Signature of Applicant: Bryan D. Friedman Date: 8-28-26

Signature of Property Owner: _____ Date: _____
(if different from Applicant)

Jewel Apartments Full Project Budget and Funding

Budget

Administration	\$20,000
Land Acquisition	\$5,000
Building Acquisition	\$150,000
Demolition	\$30,000
Construction	
<i>Rough Framing/Lumber</i>	\$32,000
<i>Windows</i>	\$63,541
<i>Doors, Frames</i>	\$13,500
<i>Hardware</i>	\$2,390
<i>Drywall Systems</i>	\$24,000
<i>Finish Carpentry</i>	\$29,120
<i>Painting/Staining</i>	\$23,900
<i>Flooring</i>	\$22,920
<i>Misc Building Materials</i>	\$19,120
<i>Cabinetry and Countertops</i>	\$31,500
<i>Electrical</i>	\$86,680
<i>Mechanical</i>	\$201,259
<i>Plumbing</i>	\$54,600
<i>Spray Foam Insulation</i>	\$23,900
<i>General Conditions/Contractor Fee</i>	\$109,599
Contingency	\$70,000
Architecture and Engineering	\$33,000
Lead Hazard Abatement	\$5,400
FFE	\$22,300.00
Fees and Charges	
<i>Building Permits</i>	\$3,585
Owner/Developer Fee	\$59,771
Other	
<i>Taxes on Grant Income</i>	\$136,002
Total	\$1,273,087

Funding Sources

CDBG Funding	\$400,000
City Grant Funding	\$344,000
<i>Facade Grant</i>	\$24,000
<i>Upper Story Housing Grant</i>	\$280,000
<i>Low-Income Grant</i>	\$40,000
Owner/Developer Funding	\$529,087

Summary of the Proposed Project

The Jewel Building, at the corner of 1st Avenue and 1st Street in the heart of Newton, was built in 1917. Originally called the Allfree Building, it was constructed to house a variety of retail and office uses. The exterior of the two story building is a combination of red brick and Bedford limestone, with a continuous band of geometric patterns embedded in both facades. The stone and brick work of the second floor of the building remains intact today. The second floor was designed for 26 offices, with users through the subsequent decades including attorneys and many medical professionals, such as doctors, dentists, and optometrists.

In 1991, the second floor of the Jewel Building was converted into fifteen condominium apartment units. This use lasted until 2008, shortly after Maytag's closure in Newton, at which time the owner walked away from the property and it was foreclosed on by the mortgage-holding bank. An out-of-state landlord purchased the property from the bank in 2010 and started various renovations to the apartments. The upgrades were largely cosmetic for ten of the units, consisting of new flooring, cabinetry, and fixtures. For the other five units, a more extensive gut rehabilitation was initiated, taking the apartments down to the studs and reconfiguring units 1 and 2 into a single larger apartment. The renovations were never completed, and none of the apartments have had tenants since 2008.

Goldfinch Growth purchased the apartments in May of 2026, with the intention of finishing the project. For the ten mostly-finished units, the only further renovation required is the addition of life-safety features: a fire-suppression sprinkler system and a fire alarm system. For the other four units, a State of Iowa Community Development Block Grant was applied for in August 2026 to assist the full rebuilding. When the full project is completed, it will result in fourteen, high-quality, affordable housing units for downtown Newton. Rent rates would range between \$650-\$950 per unit.



5104 Park Avenue
Des Moines, IA 50321
515.499.5078

07/13/2026

Proposal By: Joshua Pearson

ATTN: Bryan Friedman

PROJECT NAME: The Jewel Apartments

100 First Street North
Newton, IA

CUSTOMER: Goldfinch Growth

SCOPE OF WORK:

Elite Fire Sprinkler Systems will design and install a wet pipe fire sprinkler system per NFPA 13 and local code requirements throughout the upper level of the existing building. A complete set of plans, product data and hydraulic calculations will be submitted for approvals. This proposal covers all permit fees and equipment to perform said scope of work.

DESIGN NOTES:

The proposal includes the installation of a new wet fire protection system throughout the upper existing level that is being renovated for residential apartments. The new fire sprinkler system will start in the lower-level basement at a flanged underground connection. The new underground shall be brought into the building, flushed and tested, by another contractor. A UL/FM listed backflow preventer will be installed at the base of the system. Fire protection of the main level and basement level is not included in this proposal. The sprinkler system for the upper level shall be located above the existing ceilings, concealed within the combustible concealed space. Upright sprinkler protection shall be provided for the combustible attic space, and pendent sprinklers shall be provided for protection of the units. Scuttle holes for access to the attic will be required; these will be coordinated with the owner and patched by the owner after installation and testing is completed. The new sprinkler system piping will be grooved schedule 10 black and or threaded schedule 40 black. The attic space is required to always maintain a temperature of 40°F or higher for the wet pipe fire sprinkler system installation. Total area of protection is 10,450 sq ft per second story plus 10,450 sq ft of attic space; Total area 20,900 sq ft; approximate cost per foot is \$6.

The sprinkler system shall include:

(1) Wet Pipe Zones

- Tampered Control Valves
- Main Test & Drains
- Flow Switches
- Pressure Relief Valves
- Pressure Gauges
- Remote Area Inspectors Test
- Rough Brass Fire Department Connection
- Check Valve / Ball Drip
- Spare Head Cabinet (Stocked)
- Outside Horn & Strobe
- Hydraulic Placards
- UL/FM Approved Sprinkler Pipe
 - Schedule 10 & 40 Black Pipe
 - Schedule 40 Galvanized Pipe (Exterior Penetrations)
- UL/FM Approved Joining Materials
- UL/FM Approved Hanging Materials
- UL/FM Approved Bracing Materials
- UL/M Approved Sprinkler Heads

Brass Uprights
Semi-recessed Chrome Pendants
Spare Head Wrenches
Low Point Drain's
Hydrostatic Testing of the Sprinkler Systems
Alarm Testing with the Electricians
(1) Year Industry Standard Warranty
Owner Training

EXCLUSIONS:

Testing of the water supply for MIC
Underground supply piping, yard valves or WPIV's.
Any wiring or work on the fire alarm systems.
Electrical wiring of sprinkler devices such as flow switches, tampers, electrical devices.
Painting of the sprinkler piping.
Protection to the sprinkler heads from painting.

QUOTATION:

One Hundred Twenty Seven Thousand Three Hundred Seventy Five Dollars

FIRM: \$127,375.00

NOTE: The above work will be completed during normal business hours. All work on the facility will be done in compliance with NFPA and local code requirements. Our price for this work is in dollars to be paid in monthly installments for labor performed and material delivered the preceding month with the balance upon completion.

Due to the current tariff-related volatility & unpredictability of the steel market our price is subject to change to cover potential material increases.

Legal Terms and Conditions:

1. Scope of Work: The work to be performed under this proposal is limited to the tasks explicitly stated above. Any additional work will require a separate agreement.
2. Payment Terms for Contracts: Our price for this work is in dollars to be paid in monthly installments for labor performed and material delivered the preceding month with the balance upon completion.
3. Payment Terms for DWC's: Invoices will be issued upon completion of services or delivery of goods, unless otherwise specified in the contract. Payment is due within 30 days from the date of the invoice ("Due Date").
 - a. Administrative Fees: A late payment administrative fee of \$25.00 will be charged for each invoice that remains unpaid past the Due Date.
 - b. Suspension of Services: The provider reserves the right to suspend services or delivery of goods if payment is not received within 15 days after the Due Date, until all outstanding amounts and penalties are paid in full.
 - c. Collection Costs: The client shall be responsible for all costs of collection, including reasonable attorney's fees and court costs, incurred by the provider in collecting overdue amounts.
4. Warranty: The fire sprinkler system is warranted against defects in materials and workmanship for a period of one year from the date of being placed into service.
5. Liability: Elite Fire Sprinkler Systems Inc. shall not be liable for any indirect, incidental, or consequential damages arising from the installation or use of the fire sprinkler system.
6. Termination: Either party may terminate this agreement with written notice if the other party fails to comply with the terms and conditions outlined herein.
7. Governing Law: This proposal shall be governed by the laws of the State of Iowa.

This proposal is good for thirty (30) days from the above proposal date. Please sign and send back to Joshua Pearson at jpearson@elitefiresprinklersystems.com

ACCEPTED BY: _____

DATE: _____



GRITTERS ELECTRIC, INC.
210 SE 14th St.
Pella, IA 50219

641-628-3816

mark@gritterselectric.com

Proposal #2026.071

PROPOSAL SUBMITTED TO:	GOLDFINCH GROWTH
PROJECT STREET:	100 FIRST STREET NORTH
PROJECT CITY, STATE, ZIP:	NEWTON, IA 50208
PHONE:	641-841-0808
EMAIL:	bryan@goldfinchgrowth.com
JOB NAME:	NEWTON APARTMENTS
ATTN:	BRYAN

We are pleased to submit the following ESTIMATE:

This is a Proposal for electrical services for Goldfinch Growth at 100 First Street North in Newton, Iowa. In this Proposal we will provide and install all the electrical materials needed to complete this project unless otherwise noted. All electrical work will be installed so it meets all state and local electrical codes.

New Fire Alarm System:

Gritters Electric will install a new fire alarm system throughout the apartments, apartment commons area, new sprinkler system, and the existing elevator. We will test and have the system verified. Monitoring the fire alarm system will be the responsibility of the owners.

\$37,700.00

New Wiring of Unfinished Apartments:

The electrical layout/design has been designed by Gritters Electric. This proposal includes all the wiring and devices to complete the project. All switches and receptacle outlets are of the standard type. This proposal does not include providing ceiling fans and/or any decorative light fixtures.

Gritters Electric will install the following in each unfinished apartment:

- 4 – Single pole light switches
- 4 – 3-way light switches
- 12 – TR duplex receptacles
- 3 – Indoor GFCI receptacles
- 3 – Light fixture openings
- 4 – 6" LED recessed light fixtures
- 1 – Ceiling fan opening
- 1 – Bathroom exhaust fan/light

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN **30 DAYS**. ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A SKILLFUL MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED BY WRITTEN CHANGE ORDERS OR VERBAL INDICATION FROM OWNER AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO, AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKERS' COMPENSATION INSURANCE

Thanks for the opportunity to quote your project!!



GRITTERS ELECTRIC, INC.
210 SE 14th St.
Pella, IA 50219

641-628-3816

mark@gritterselectric.com

- 1 – Dishwasher wiring
- 1 – Fridge wiring
- 1 – Furnace and A/C wiring
- 1 – Electric cook top wiring
- 1 – Oven wiring
- 1 – 100-amp, 16 space breaker panel

\$8,400.00

Install New Shunt Trip Breaker for Elevator:

Gritters Electric will install a new 200-amp shunt trip breaker in the elevator pump room. We will install a relay on the wall that will connect the breaker to the fire alarm system. An elevator company will need to connect wiring from the fire alarm relay to the elevator control system.

\$7,980.00

Note 1: Pending an elevator inspection, we may need to add more lighting and new sump pump controls in the elevator pit.

General Demo of Existing wiring in existing unfinished rooms:

\$6,400.00

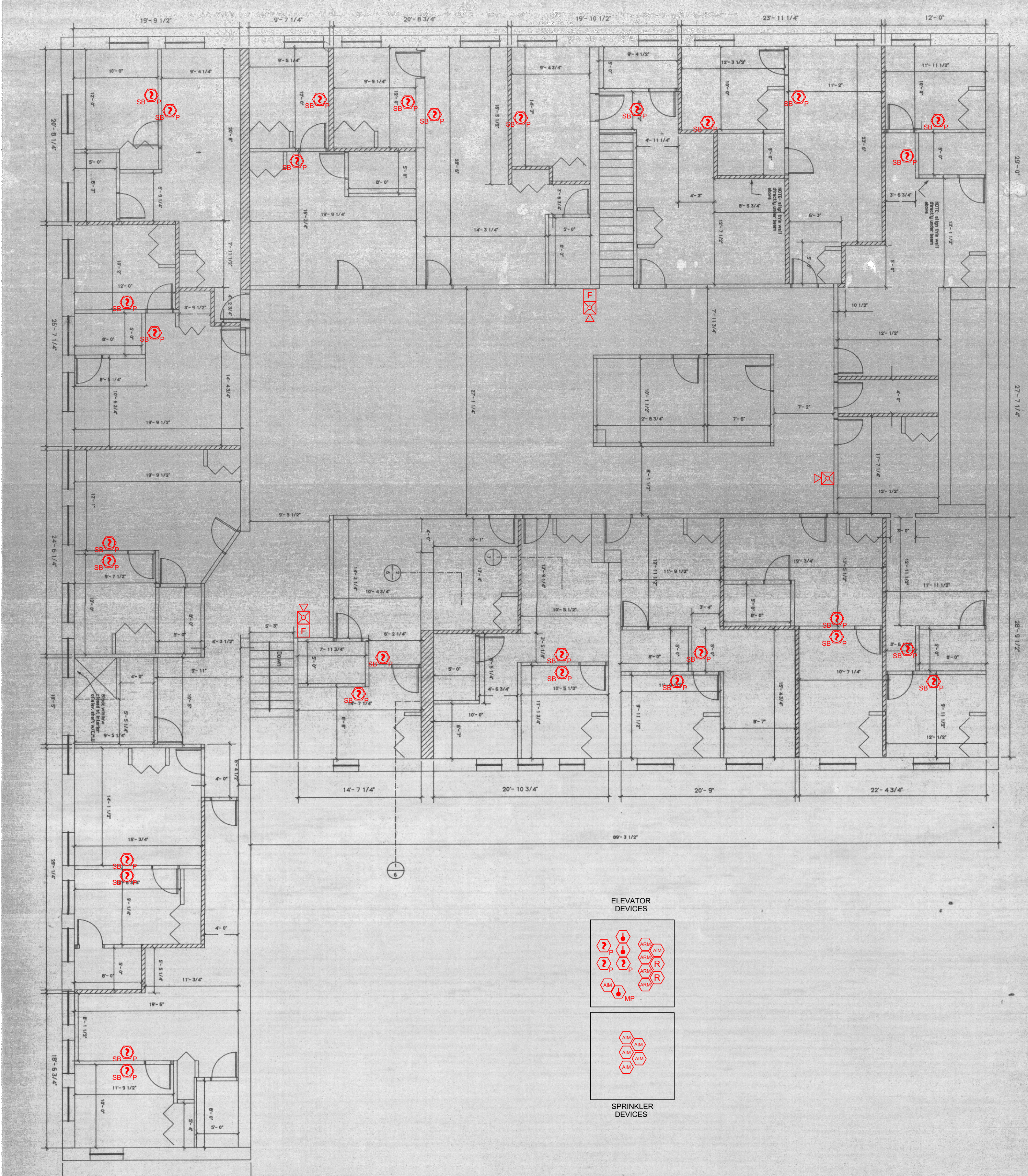
WE PROPOSE to furnish material, labor, equipment, and any applicable tax for the amount of:SEE ABOVE.

AUTHORIZED SIGNATURE AND DATE: Mark Richards 7/06/2026

ACCEPTANCE SIGNATURE AND DATE: _____

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN **30 DAYS**. ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A SKILLFUL MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED BY WRITTEN CHANGE ORDERS OR VERBAL INDICATION FROM OWNER AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO, AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKERS' COMPENSATION INSURANCE

Thanks for the opportunity to quote your project!!



CadPro Company
Custom Computer Design and Planning
205 S.W. 11th Street - Des Moines, IA 50309
Phone 246-6531

Dimensions

DATE: 10/17/91

REVISED: 01/08/92

Drawn by: sg

sf.11

SCALE - 3/16" = 1'0"

THE JEWEL APARTMENTS

100 FIRST STREET NORTH NEWTON, IOWA

GENERAL CONTRACTOR: H & S BUILDERS LTD., CO.
205 S.W. 11TH STREET
DES MOINES, IA.