

"Life in the Middle"

AGPS Middle School Overview

Middle School Schedule

- Staff members include:
 - Kendra Craven (8th grade Language Arts), Renee Kucera (7th grade Language Arts), Phil Onwiler (Social Studies), Amy Scheil (Math), Lona Pinkall (Science), Kristin Fangmeyer (Resource)
- Homeroom - various activities, daily schedule
- Exploratory course options
 - Spanish, Theatre Arts, Adolescent Skills, Careers, Art, Choir, Keyboarding, study hall, (possible one-to-one training course)
- While students attend those classes, teachers are in ITP

Interdisciplinary Team Plan

- Purpose/advantages of team planning
 - Interdisciplinary units (Hawaiian day, Pumpkinology, mineral projects, current events, 13 colonies, Game On! activities), IEP meetings, student concerns, book study group
- Weekly schedule
- Discipline plan/Reflection of my behavior forms

Language Arts Program

- New curriculum design
- Daily Language Practice (DLP) packets
- Advantages - blend reading and writing, seeing students twice a day

Co-Teaching

- Push for inclusionary practices is current trend
- Attending training on co-teaching strategies
- Focusing on reading/writing this year - highest need
- Goal is to have shared responsibilities within the classroom as well as allowing all students to feel part of the "regular" classroom.

Other Information

- Student-led conferences
- "Back to School Night"
- Character building activities
- Courage Retreat
- Opportunity for parental contact
- Updating each other upcoming classroom plans

**Ashland-Greenwood Elementary
February 6, 2009**

Family Reading Night

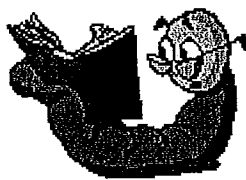
Family Reading Night is a time for families to come together for a special evening of books, stories, snacks, and reading fun. This fun and informative evening is planned for Monday, February 9 from 7:00-8:30 PM at the elementary school. The evening will be divided into 15-20 minute blocks of time. Families will have time to visit several stations during the night. An announcement will be made using the intercom when it is time to change to a new station.

We are inviting our families to "Be There" during Family Reading Night to celebrate reading and to explore how we can support each other and our students in the area of reading. The February PTO meeting will take place at 6:45 PM in the elementary library as well. All parents are welcome to attend.

Activity	Location
Parent Meeting ** Parents will learn about best methods for helping their <i>primary-aged</i> children with reading at home." Children can be dropped off at the Bookmark Activity in Rm 111	Room 112 – First floor Two sessions will be held: Session #1: 7:20 PM Session #2: 8:00 PM
Parent Meeting ** Parents will learn about best methods for helping their <i>upper-grade</i> children with reading at home." Children may be dropped off at the Book Quilt Activity in Rm 308	Room 310 – Third floor Two sessions will be held: Session #1: 7:00 PM Session #2: 7:40 PM
Bookmark Activity **Googly eyes, markers, stickers, and magnetic tape go together to make one-of-a-kind book marks!	Rm 111 – First Floor
Book Quilt Activity ** Let your picture tell the story. We are making a school quilt of student's favorite books and stories.	Rm 308 – Third Floor
Scavenger Book Hunt ** Can you follow the clues to win a prize?	Rm 205 – Second Floor
TumbleBooks, Raising Readers & On-line Resources ** Read along with TumbleBooks and interact with PBSkids-Raising Readers website. Information about AR books and other on-line resources will be shared as well.	Computer Lab In the library on 3 rd floor

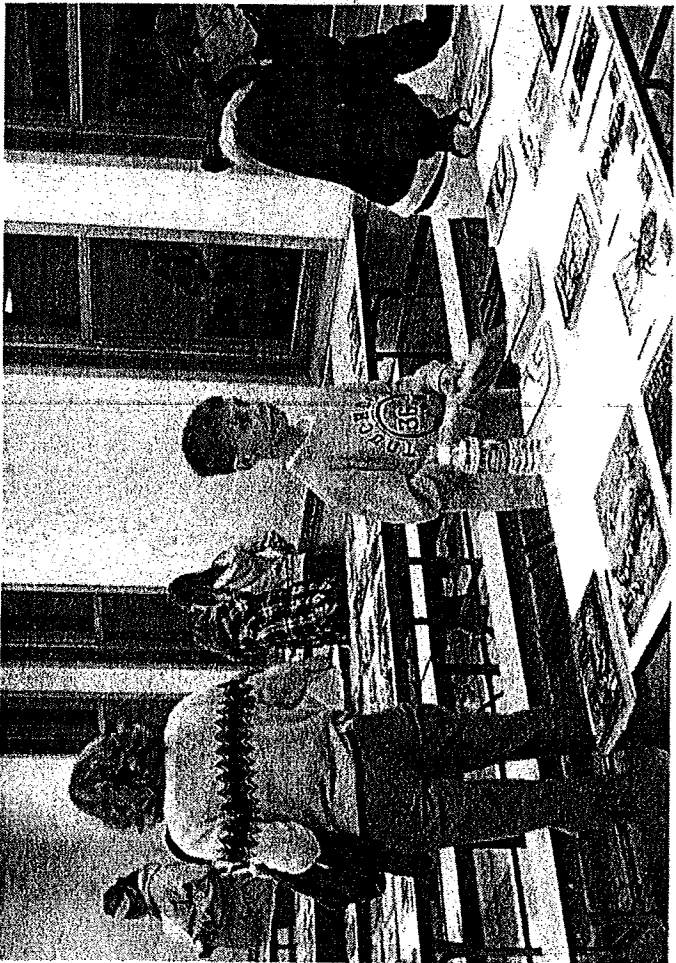
<p>Book Bingo ** Can you match favorite authors and characters to their books? Try your hand at Book Bingo.</p>	Rm 212 – Second Floor
<p>Theme Room-Camp Out ** Imagine a cool night, cozy sleeping bags, soft light from a flashlight, a good book and a S'mores treat. Enjoy all this and a special guest reader!</p>	Rm 210 – Second Floor
<p>Theme Room-Lions and Tigers and Bears, Oh No! It's the Zoo Room. ** Enjoy books, interactive websites, a zoo game and an animal cracker snack.</p>	Rm 104 – First Floor
<p>Theme Room-Poetry Café **Have you ever dreamed of being on stage and reading your favorite poem to a group of poetry enthusiasts? If yes, we invite you to share the spotlight and microphone with others who enjoy poetry.</p>	Rm 300 – Third Floor
<p>Theme Room-Sports Room If you enjoy 'sports' and games you won't want to miss this activity. Special guest readers, fun activities and an ice cold bottle of water to top it off.</p>	Gymnasium
<p>Book Swap When you arrive at school, drop off a gently used children's book in the cafeteria. You will be able to 'trade' this book for another book.</p>	Cafeteria **Book donations will be taken between 7:00-7:30. The cafeteria doors will close for about 10 minutes and then reopen for students to select a 'new' book to take home.

Be sure to visit "Childhood Favorites", a bulletin board on 1st floor, to discover what your teacher's favorite book or story was when he or she was a child.

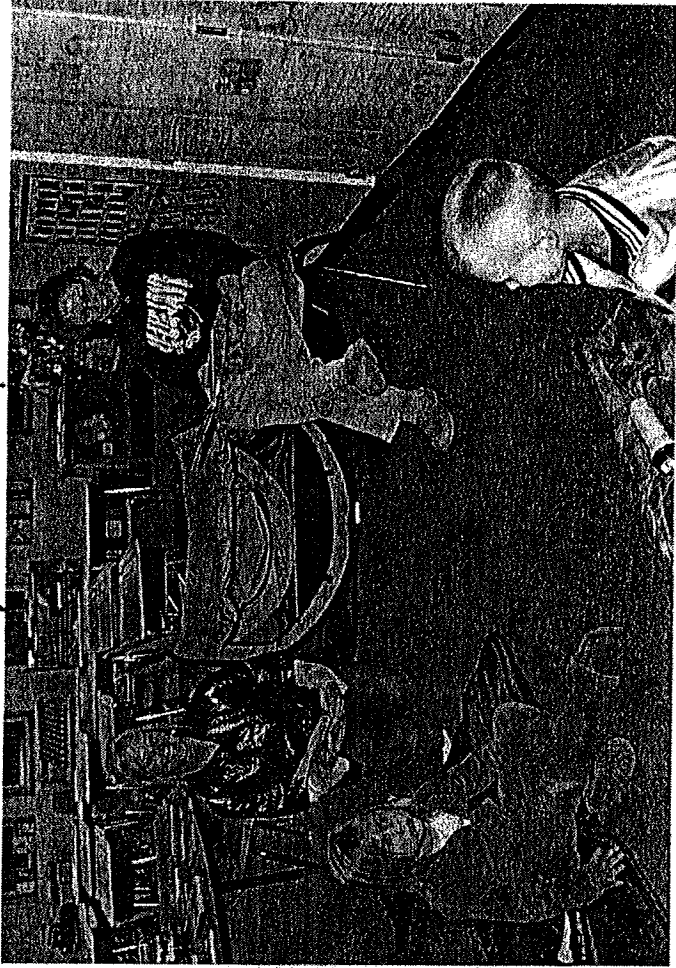


Happy Reading

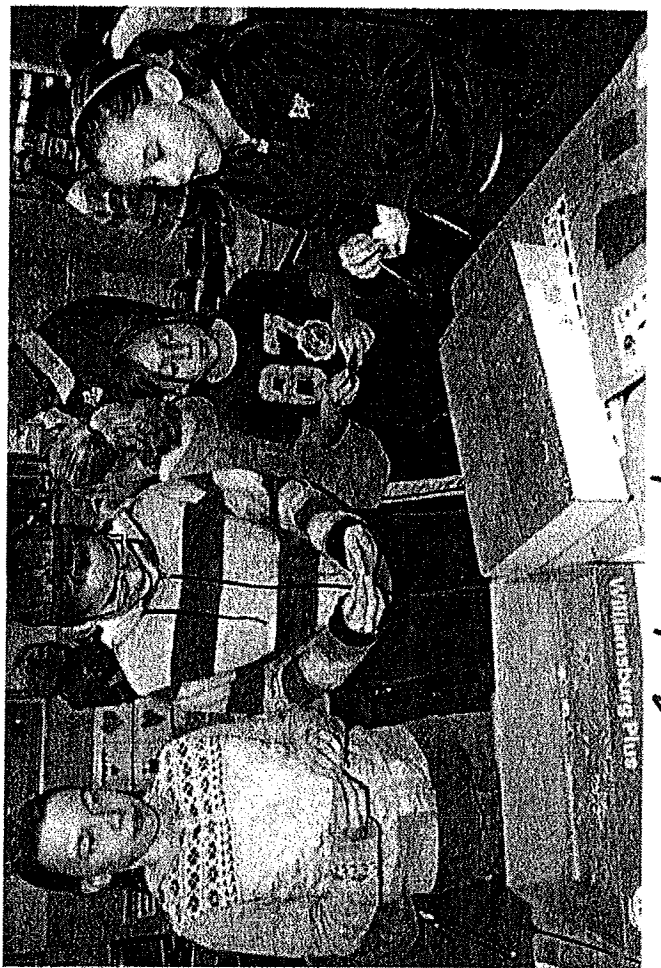
Book Swap



Camp Out Room



Book Binoo

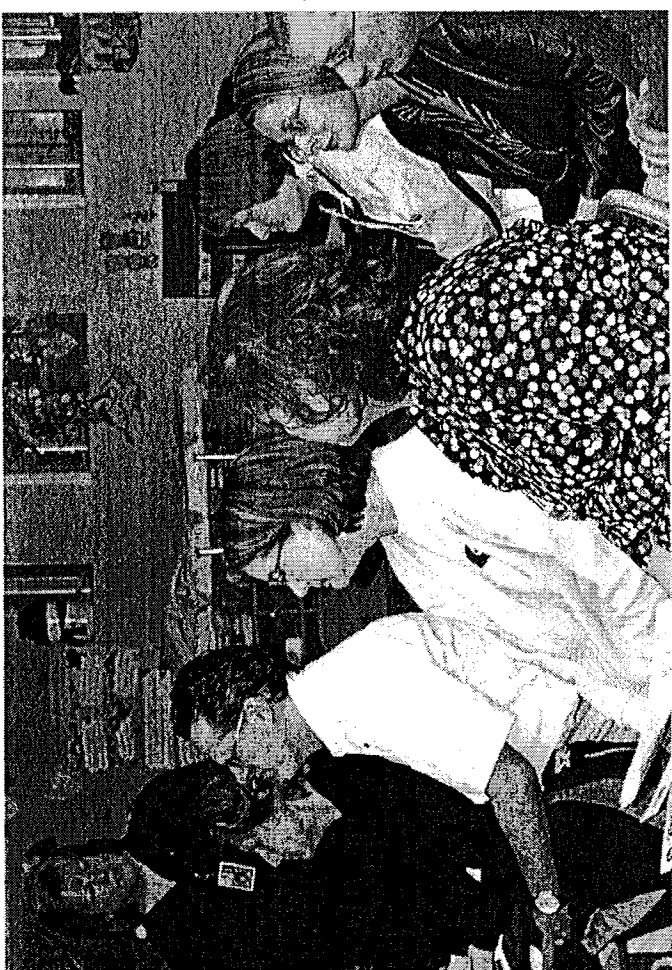
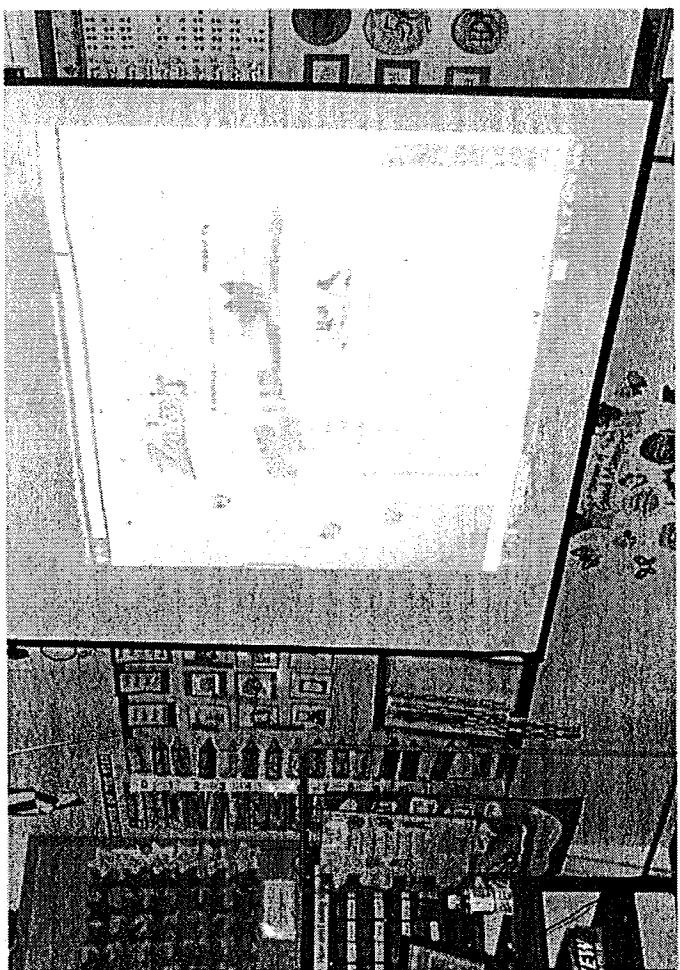


Bookmarks

Poetry
Cafe



Parent
Workshop





Sports Room



Jumble Books

DRAFT AIA® Document B151™ - 1997

Abbreviated Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the ____ day of February in the year Two Thousand Nine (2009)

(In words, indicate day, month and year)

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

Saunders County School District 78-0001
Ashland-Greenwood Public Schools
1225 Clay Street
Ashland, Nebraska 68003-1899
Telephone: (402) 944-2128
Fax: (402) 944-3310, hereinafter called "Owner"

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

Beringer Ciaccio, Dennell Mabrey (BCDM), (a Nebraska Corporation)
1015 North 98th Street
Omaha, NE 68114
Telephone Number: (402) 391-2211
Fax Number: (402) 391-8721

For the following Project:
(Include detailed description of Project)

Saunders County School District 78-0001, a/k/a Ashland-Greenwood Public School District
Project location: High School/Middle School - 1842 Furnas Street, Ashland, Nebraska;
Elementary School - 1200 Boyd Street, Ashland, Nebraska
Project description: Construction of renovations and additions to the existing Ashland-Greenwood Public Schools High School/Middle School and Elementary School buildings located in Ashland, Nebraska, as more particularly described in Appendix "A" Scope of Project Sheet (hereinafter collectively referred to as the "Projects" and individually as "Individual Project" or "Project"). The total estimated construction budget for all of the Projects is approximately \$6,100,000, including the architect and engineering fees and construction management fees and expenses to be reimbursed.

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.

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

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Articles 2, 3 and 12.

§ 1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

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

§ 1.4 The services covered by this Agreement are subject to the time limitations contained in Section 11.5.1.

§ 1.5 PROJECT TEAMS

§ 1.5.1 The Owner's Designated Representative is:
(List name, address and other information.)

Mr. Craig Pease
Superintendent of Schools
Saunders County School District 78-0001, a/k/a Ashland-Greenwood Public Schools
1225 Clay Street
Ashland, Nebraska 68003-1899
Telephone: (402) 944-2128
Fax: (402) 944-3310

§ 1.5.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:
(List name, address and other information.)

Board of Education
Saunders County School District 78-0001, a/k/a Ashland-Greenwood Public Schools
1225 Clay Street
Ashland, Nebraska 68003-1899
Telephone: (402) 944-2128
Fax: (402) 944-3310 and
Rex R. Schultze, Esq.,
Perry, Guthery, Haase & Gessford, P.C., J.L.O.
233 South 13th Street, Suite 1400
Lincoln, Nebraska 68508
School District Project Legal Counsel
Telephone: (402) 476-9200
Fax: (402) 476-0094

§ 1.5.3 The Owner's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)

To be determined hereinafter called "Construction Manager"

§ 1.5.4 The Architect's Designated Representative is:
(List name, address and other information.)

Paul Kelly, Principal
Beringer Giacco Dennell Mabrey (a Nebraska Corporation)

1015 North 98th Street
Omaha, NE 68114
Telephone Number: (402) 391-2211
Fax Number: (402) 391-8721

§ 1.5.5 The consultants retained at the Architect's expense are:

(List discipline and, if known, identify them by name and address.)

To be determined.

§ 1.6 METHOD OF CONSTRUCTION DELIVERY The Owner intends the following procurement or delivery method for the Project:

(Identify method such as competitive bid, negotiated contract or construction management.)

Construction management either as constructor or at risk under the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. §§ 13-2901 to 13-2914 (PSCAA), to be determined and added to this Agreement by Addendum.

§ 1.6.1 CONSTRUCTION MANAGEMENT/MULTIPLE PRIME CONTRACT CONSTRUCTION DELIVERY. The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

The parties of this Agreement contemplate a project delivery scheme in which the Owner or Owner's representative engages multiple Prime Contractors or in which the Scope of Work is divided into multiple independent packages for bidding, negotiation, or construction. The services of the Architect that are required to subdivide the Scope of Work into independent packages of Contract Documents for bidding or negotiation purposes or as a basis for the Owners or Owner's representative engagement of multiple Prime Contractors shall be compensated as a part of Basic Services.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 TERM OF CONTRACT. The time parameters are:

(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

The term of this contract shall be for a period beginning May 12, 2008, and continuing through the occurrence of one of the following events, which ever occurs first in time:

§ 2.1.1 The approval by the legal voters at an election held either by special or general election held on or before November 2, 2010 of a bond issue to finance the Project, and the completion of all services provided by the Architect for the Project under the terms of this Project. In such event, the term of this contract shall extend to six (6) months after the issuance to the Owner by the Architect of the Certificate of Substantial Completion for the Project(s) issued last in time. Any additional services to be provided by the Architect shall be determined by a separate contract or addendum to this agreement. This Agreement shall not create a continuing contract for architectural services for future building projects or bond elections beyond the terms of this paragraph.

§ 2.1.2 No bond issue is approved by the legal voters of the School District to finance the Project on or before November 2, 2010. In such event, this Agreement shall terminate.

§ 2.1.3 Nothing in this paragraph requires the School District to conduct a bond issue during the period of May 12, 2008 and November 2, 2010.

§ 2.2 DEFINITIONS

The Architect's Basic Services consist of those described in Sections 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, civil, mechanical and electrical engineering services and shall be based upon the following definitions:

§ 2.2.1 THE PROJECT The Project that is the subject of this agreement is described as a new secondary school building to include, classrooms, fine arts, library media center and commons area (specifically excluding a gymnasium or athletic facilities) having approximately 33,000 square feet, as more particularly described on Attachment No. 1, attached hereto and incorporated herein by this reference (hereinafter "the Project").

§ 2.2.2 THE PROJECT BUDGET The Project Budget for the Project is the sum of -SIX MILLION ONE HUNDRED THOUSAND DOLLARS (\$6,100,000), including all architect's fees and reimbursable expenses, construction management fee and general conditions costs, and the cost of construction (hereinafter "the Project Budget"):

§ 2.3 SCHEMATIC DESIGN PHASE

§ 2.3.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

§ 2.3.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Section 5.2.1.

§ 2.3.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

§ 2.3.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components that have a projected cost of construction within the Project Budget with a contingency for additional cost of no more that TEN PERCENT (10%):

§ 2.4 DESIGN DEVELOPMENT PHASE

§ 2.4.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate that have a projected cost of construction within the Project Budget with a contingency for additional cost of no more that TEN PERCENT (10%).

§ 2.5 CONSTRUCTION DOCUMENTS PHASE

§ 2.5.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project that have a projected cost of construction within the Project Budget with a contingency for additional cost of no more that FIVE PERCENT (%).

§ 2.5.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

§ 2.5.3 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.

§ 2.5.4 The Architect on the Owner's behalf shall assist the Owner in filing the documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall assure that the design of the Project will comply with all applicable laws, statutes, ordinances, codes, rules and regulations in force as of the date of the Agreement.

§ 2.6 BIDDING OR NEGOTIATION PHASE

The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

§ 2.7 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

§ 2.7.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

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User Notes:

§ 2.7.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 2.7.3 Duties, responsibilities and limitations of authority of the Architect under this Section 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

§ 2.7.4 The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.7.5 The Architect, as a representative of the Owner, and as part of the fixed fee shall visit the site at intervals appropriate to the stage of the Contractor's operations, when services are needed or necessary, or as otherwise directed by the Owner and such visit is not a Change in Services under Article 2.9, (1) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner establishing that the Work, when fully completed, will be in accordance with the Contract Documents. When observing the progress of the Project or when making inspections of the work on the Project, the Architect will not be responsible for the construction means, methods, techniques, sequences, procedures or safety precautions incident thereto. Architect will not be responsible for Contractor's failure to perform the construction work in accordance with the contract documents. During such visits and on the basis of Architect's on-site observations as an experienced and qualified design professional, Architect will keep the School District informed of the progress of the work, will endeavor to alert the School District to defects and deficiencies in the work of the Contractor and may disapprove or reject work that fails to conform to the contract documents.

§ 2.7.6 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. The Architect shall endeavor to inform the Owner and the Contractor immediately of the known failure of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work 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 and those of the Architect's personnel providing Construction Management as Agent services, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 2.7.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 2.7.8 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 2.7.8.1 The Architect shall review any Contractor's submittal out of sequence from the submittal schedule.

§ 2.7.8.2 The Architect shall respond to all of any contractor's requests for information even where such information is available to the Contractor from careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 2.7.8.3 The Architect shall evaluate for the Owner all claims submitted by the Owner's consultants, the Contractor or others in connection with the Work.

§ 2.7.8.4 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 initial decisions, the Architect shall endeavor to secure faithful performance by both the Owner and the

Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

§ 2.7.8.5 The Architect shall render initial decision on claims, disputes or other matters in question between the Owner and the Contractor as provided in the Contract Documents. However, the Owner's decisions in consultation with the Architect's decisions on matter relating to aesthetic effect shall be final if consistent with the intentions expressed in the Contract Documents.

§ 2.7.8.6 Provide services to investigate existing conditions or facilities or make measured drawings thereof.

§ 2.7.8.7 Assist the construction manager in the coordination of construction project sequence performed by separate Contractors or by the Owner's own forces and coordination of services required in connection with construction performed under equipment supplied by Owner.

§ 2.7.8.8 Provide coordination services in connection with the work of a Construction Manager or separate Consultants retained by the Owner.

§ 2.7.9 CERTIFICATES FOR PAYMENT

§ 2.7.9.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

§ 2.7.9.2 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 2.7.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 2.7.9.3 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 material 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.

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

§ 2.7.11 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. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any 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.

§ 2.7.12 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify

appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 2.7.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Sections 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

§ 2.7.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.7.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor 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.

§ 2.7.16 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 initial 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 so rendered in good faith.

§ 2.7.17 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Owner's decisions in consultation with the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.7.18 The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Section 2.7.17, shall be subject to mediation as provided in this Agreement and in the Contract Documents.

§ 2.7.19 Architect if requested, shall assist the Owner to review all claims submitted by the Owner's consultants, the Contractor or others in connection with the Work.

§ 2.7.20 The Architect shall make a written record of all meetings, conferences, discussions and decisions made between or among the Owner, Architect and Contractor during all phases of the project and concerning any material condition in the requirements, scope, performance and/or sequence of the work and to provide a copy of such records to the Owner and Contractor upon request.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 GENERAL

§ 3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Sections 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Section 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

§ 3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

§ 3.2.1 If more extensive representation at the site than is described in Section 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

§ 3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

§ 3.2.3 Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

§ 3.3 CONTINGENT ADDITIONAL SERVICES

§ 3.3.1 Making revisions in drawings, specifications or other documents when such revisions are:

- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

§ 3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Section 5.2.5.

§ 3.3.3 Preparing Drawings, Specifications and other documents and supporting data, evaluating Contractor's proposals and providing other services with connection to Change Orders and Construction Change Directives.

§ 3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

§ 3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction and furnishing services required in connection with the replacement of such work.

§ 3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor or by failure of performance of either the Owner or Contractor under the Contract for Construction.

§ 3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

§ 3.3.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is a party thereto.

§ 3.3.9 Preparing documents for alternates, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the construction documents phase.

§ 3.4 OPTIONAL ADDITIONAL SERVICES

§ 3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

§ 3.4.2 Providing financial feasibility or other special studies.

§ 3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

§ 3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

§ 3.4.5 Providing services relative to future facilities, systems and equipment.

§ 3.4.6 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

§ 3.4.7 Providing detailed estimates of Construction Cost.

§ 3.4.8 Providing detailed quantity surveys or inventories of material, equipment and labor.

§ 3.4.9 Providing analyses of owning and operating costs.

§ 3.4.10 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

§ 3.4.11 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

§ 3.4.12 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

§ 3.4.13 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

§ 3.4.14 Providing services of consultants for other than architectural, structural, civil, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

§ 3.4.15 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide full 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. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 4.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

§ 4.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 4.4 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; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and 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.

§ 4.5 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

§ 4.6 The Owner shall furnish the services of consultants other than those designated in Section 4.5 when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 4.7 The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

§ 4.8 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

§ 4.9 The services, information, surveys and reports required by Sections 4.4 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

§ 4.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service, but the Owner's failure or omission to do so shall not relieve the Architect of his responsibilities hereunder and the Owner shall have no duty of observation, inspection or investigation.

§ 4.11 If the Owner authorizes deviations, recorded or unrecorded, from the documents prepared by the Architect without written agreement of the Architect, the Owner shall indemnify and hold harmless the Architect, the Architect's consultant and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting, in whole or in part from such deviations, regardless of whether or not such claim, damage, loss or expense is caused in part by indemnified hereunder.

ARTICLE 5 CONSTRUCTION COST

§ 5.1 DEFINITION

§ 5.1.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 5.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as provided in Article 4.

§ 5.2 RESPONSIBILITY FOR CONSTRUCTION COST

§ 5.2.1 This Agreement is entered into with the understanding that the construction of the Project according to the design (including all plans and specifications) developed and provided by the Architect shall be accomplished within the Project Budget. Evaluations of the Owner's Project Budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over 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 Project Budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect. The Architect is, however, responsible to design the Project within the Project Budget and the contingencies provided for the Schematic Design, Design Development and Construction Documents phases of the Architect's services under this Agreement.

§ 5.2.1.1 In the event it is determined by the Owner that a redesign of a portion of the Project is necessary based upon the cost estimate provided by the Construction Manager of the construction design of the Architect PRIOR to the submission of that portion of the Work for bids, the Architect shall be responsible to complete such redesign under the fees for basic services.

§ 5.2.1.2 In the event it is determined necessary by the Owner to redesign a portion of the Project if the bids received for a portion of the Work exceed the cost estimate provided by the Construction Manager for such portion of the Work, the Architect's work to complete such re-design shall be compensated as Additional Services.

§ 5.2.2 A fixed limit of Construction Cost described as the Project Budget has been established as a condition of this Agreement by the furnishing, proposal or establishment of the Project Budget per paragraph 2.1.2 above. 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 make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit within the fixed contingencies provided for the Schematic Design, Design Development and Construction Documents phases of the Architect's services under this Agreement. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

§ 5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Section 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

§ 5.2.5 If the Owner chooses to proceed under Section 5.2.4.4, the Architect, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the Owner shall be the limit of the Architect's responsibility under this Section 5.2.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

§ 6.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

§ 6.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 6.3 Except for the licenses granted in Section 6.2, 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. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 6.2. 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. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants

§ 6.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

ARTICLE 7 DISPUTE RESOLUTION

§ 7.1 MEDIATION

§ 7.1.1 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 arbitration or the institution of legal or equitable proceedings by either party. 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.

§ 7.1.2 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 in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement. Mediation shall proceed in advance of legal or equitable 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.

§ 7.1.3 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.

§ 7.2 CLAIMS FOR CONSEQUENTIAL DAMAGES The Owner hereby expressly reserves the right to claim consequential damages against the Architect for claims, disputes or other matters in question arising out of or relating to the subject matter of this Agreement, provided that the total amount paid under any such claim by the Architect shall be limited to the Architect's policy limits for professional liability insurance and general public liability insurance as prescribed in Paragraph 2.10.2, "Architect's Insurance Coverages," of this Agreement. For purposes of this paragraph, the term "consequential damages" shall mean those damages incurred by the Owner as a consequence of the negligence of the Architect. Such damages incurred by the Owner include injuries to persons or damage to property or economic loss. A cause of action alleging professional negligence or breach of contract, the burden of proof is upon the Owner to demonstrate the generally recognized architectural standard of care, that there was a deviation from that standard by the Architect; and that the deviation was a proximate cause of the Owner's alleged damages. The Owner must prove each essential element of the claim asserted by a preponderance of the evidence.

ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 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, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. 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 Architect shall be paid all sums due prior to suspension and for services rendered 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.

§ 8.2 If the Project is suspended by the Owner for more than 30 consecutive days, 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.

§ 8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 8.4 This Agreement may be terminated by either party 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. If the Architect terminates the Agreement for cause attributable to the Owner, the Owner's obligations to the Architect are set out in the preceding sections. If the Owner terminates the Agreement for cause attributable to the Architect, the Architect shall be liable to the Owner for those actual damages suffered by the Owner due to the Architect's failure to perform as provided in this Agreement

§ 8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 8.7.

§ 8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 8.8 . AGREEMENT AND PAYMENT CONTINGENT UPON AVAILABILITY OF APPROPRIATED FUNDS OR FUNDS APPROVED BY THE VOTERS AND BOARD OF EDUCATION:

§ 8.8.1 Any other provisions of the Contract Documents to the contrary notwithstanding, it is expressly understood and agreed that the legal obligation of the School District/Owner under this Agreement, including the obligation of the Owner to pay the contract sum or any part thereof shall be contingent upon the availability of funds specifically approved by the voters in the bond issue election to fund the Project and any formal action of the Board of Education of the School District/Owner for the purpose of payment of the Contract Sum or any part thereof. In the event the funding for the Project becomes unavailable for any reason, the School District/Owner may terminate this agreement without cause under the provisions of this Article 8.

§ 8.8.2 It is agreed that the obligations of the Architect herein are expressly contingent upon reasonable proof to the Architect that the School District/Owner has funds specifically approved by formal action of the legal voters in the bond issue election to fund the Project and any formal Board of Education of the School District/Owner for the purpose of payment of the Contract Sum or any part thereof.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Article 12.

§ 9.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, as such document is amended for the Project by supplementary general conditions and all references herein to AIA Document A201 shall include such supplementary conditions.

§ 9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

§ 9.4 To the extent damages are covered by property insurance during construction, 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 the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. 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.

§ 9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of 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 an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 9.6 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 Owner and Architect.

§ 9.7 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.

§ 9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants 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.

§ 9.9 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.

§ 9.10 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. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 9.11 The Architect will exercise his professional effort to interpret the Americans with Disability Act (ADA) and the ADA Accessibility Guideline (ADAAG) in place of the date of this Agreement. The Scope of Services provided by the Architect are limited to the requirements of Title II and III of the ADA. The Architect cannot provide recommendations or advice concerning which ADA requirements or measure may be "readily achievable", nor can the Architect determine the priorities of phasing of selected measures. These issues must be addressed by the Owner with priorities or phasing of selected measures. These issues must be addressed by the Owner with assistance for his or her financial and legal counsel.

§ 9.12 The Architect's services shall be provided to assist the Owner in making changes to an existing facility for which the Owner shall furnish, in a timely manner, documentation and information upon which the Architect may rely for its accuracy, and completeness. Unless specifically authorized or confirmed in writing by the Owner, the Architect shall not be required to perform or to have other destructive testing or to investigate concealed or unknown conditions. In the event documentation or information furnished by the Owner is inaccurate or incomplete, any resulting damage, losses and expenses, including the cost of the Architect's Additional Services, shall be borne by the Owner. The Owner shall indemnify and hold harmless the Architect's consultants and agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, which arise as a result of inaccurate or incomplete documentation furnished by the Owner.

ARTICLE 10 PAYMENTS TO THE ARCHITECT

§ 10.1 DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans

and similar contributions. All Direct Personnel Expense is to be included in the Architect's fixed fee under paragraph 11.2 hereof.

§ 10.2 REIMBURSABLE EXPENSES

§ 10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 transportation in connection with the Project, authorized per trip costs for out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 renderings, models, mock-ups and computer generated animations requested by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7 reimbursable expenses as designated in Article 12;
- .8 other similar direct Project-related expenditures.

§ 10.2.2 Records of all reimbursable expenses and expenses pertaining to any change in services on the Project and for services performed on the basis of flat rates shall be kept on a generally recognized accounting basis and shall be available for review to the Owner or its authorized representative during business hours at the Architect's office.

§ 10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

§ 10.3.1 An initial payment as set forth in Section 11.1 is the minimum payment under this Agreement.

§ 10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Section 11.2.2.

§ 10.3.3 If and to the extent that the time initially established in Section 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Section 11.3.2.

§ 10.3.4 When compensation is based on a percentage of Construction Cost 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, in accordance with the schedule set forth in Section 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

§ 10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

§ 10.5 PAYMENTS WITHHELD

No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

§ 10.6 ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

§ 11.1 An Initial Payment of ~~Zero Dollars and Zero Cents~~ (\$ 0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

§ 11.2 BASIC COMPENSATION

§ 11.2.1 For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

§ 11.2.1.1 MASTER PLANNING SERVICES/PRE-BOND ISSUE SERVICES. The Architect's MAXIMUM FEE for master planning and pre-bond issue services shall be the total sum of TEN THOUSAND DOLLARS (\$10,000.00), including all reimbursable expenses of the Architect pursuant to paragraph 11.1.4 below. The Architect's fees for the design and administration of construction services shall be reimbursed by multiplying the stated hourly rates set forth in the attached "BCDM Personnel Fee Schedule," Attachment No. 2, times the actual hours expended. The payment of such Architect's fee shall be made by the Owner on a monthly basis through an application for payment with attached invoice for the services of the personnel of the Architect performing services on the Project calculated based upon the hourly rate for such personnel set forth on "BCDM Personnel Fee Schedule," Attachment No. 2, the fee schedule for architectural services and support staff, which is incorporated herein by this reference. Savings derived from an under-run to the MAXIMUM FEE shall inure to the Owner.

§ 11.2.1.2 POST-BOND ISSUE ELECTION SERVICES. FEE FOR BASIC SERVICES. The Architect's MAXIMUM FEE for post-bond issue election basic services for the design and administration of the construction of the Projects shall be stated as a fixed dollar amount based upon Seven and One-Half Percent (7.5%) of the Cost of Work, and shall be negotiated and determined by the Architect and Owner upon completion of the CM@R's budget estimate for the Cost of the Work at the end of the design development phase of the Projects, and attached to this agreement by written Addendum. Such fixed MAXIMUM FEE shall include all reimbursable expenses of the Architect pursuant to paragraph 11.1.4 below. The Architect's fees for the design and administration of construction services shall be reimbursed by multiplying the stated hourly rates set forth in the attached "BCDM Personnel Fee Schedule," Attachment No. 2, times the actual hours expended. The payment of such Architect's fee shall be made by the Owner on a monthly basis through an application for payment with attached invoice for the services of the personnel of the Architect performing services on the Project calculated based upon the hourly rate for such personnel set forth in the attached "BCDM Personnel Fee Schedule," Attachment No. 2. Savings derived from an under-run to the MAXIMUM FEE shall inure to the Owner.

§ 11.3 COMPENSATION FOR ADDITIONAL SERVICES

§ 11.3.1 For Project Representation Beyond Basic Services, as described in Section 3.2, compensation shall be computed as follows:

On an hourly basis pursuant to the fee schedule for architectural services and support staff, "BCDM Personnel Fee Schedule," Attachment No. 2, per negotiations between Owner and Architect.

§ 11.3.2 For Additional Services of the Architect, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Section 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

On an hourly basis pursuant to the fee schedule for architectural services and support staff, "BCDM Personnel Fee Schedule," Attachment No. 2, per negotiations between Owner and Architect.

§ 11.3.3 For Additional Services of Consultants, including additional structural, civil, mechanical and electrical engineering services and those provided under Section 3.4.16 or identified in Article 12 as part of Additional Services, a multiple of one (1.2) times the amounts billed to the Architect for such services. *(Identify specific types of consultants in Article 12, if required.)*

§ 11.4 REIMBURSABLE EXPENSES

For Reimbursable Expenses as described in Article 10 as Reimbursable Expenses, the compensation to be paid to the Architect for such Reimbursable Expenses shall be a LUMP SUM of THREE (3) PERCENT of the total professional fees paid under paragraph 11.2.1, and shall be inclusive of any and all Reimbursable Expense of whatsoever nature incurred for the scope of services under this Agreement.

§ 11.5 ADDITIONAL PROVISIONS

§ 11.5.1 If the Basic Services covered by this Agreement have not been completed within twenty-four (24) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Sections 10.3.3 and 11.3.2.

§ 11.5.2 Provided an Application for Payment of the Architect's Fee, Expenses to be Reimbursed is received by the Owner not later than the fifth (5th) day of the month, the Owner shall make payment to the Architect not later than the thirtieth (30th) day of the same month. If an Application for Payment is made after the application date fixed above, payment shall be made by the Owner not later than twenty-five (25) days after the Owner receives the Application for Payment.

(Insert rate of interest agreed upon.)

~~Six percent (6%) per annum~~

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 11.5.3 The rates and multiples set forth for Additional Services on Exhibit "A" shall not be adjusted during the term of the Agreement.

ARTICLE 12 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

12.1 ARCHITECT'S INSURANCE COVERAGES

12.1.1 The Architect agrees to maintain professional liability insurance in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate with a deductible not to exceed \$100,000 for a period from the date of this Agreement until thirty-six (36) months after Final Completion of the entire Project, if commercially available.

12.1.2 Architect shall purchase and maintain throughout the duration of this Agreement, Worker's Compensation Insurance and Employers Liability Insurance to cover all employees engaged in services under the Agreement with a Company and in form satisfactory to Owner in the Maximum statutory liability amount to cover all employees engaged in work on the Project, naming Owner as additional insured.

12.1.3 Architect shall purchase and maintain throughout the duration of this Agreement, General Public Liability insurance with a company and in form satisfactory to Owner in the amount of \$1,000,000 for each occurrence, naming Owner as additional insured. Said policies shall include contractual liability coverage and comprehensive automobile liability covering all owned, hired and non-owned vehicles.

12.1.4 Each of the insurance policies described in Paragraphs 1, 2 and 3 shall provide that insurance may not be cancelled or non-renewed without thirty (30) days prior written notice to Owner.

12.1.5 Architect shall provide Owner with evidence of the above insurance prior to execution of this Agreement. At Owner's request, Architect shall provide Owner with full copies of the insurance policies required under Paragraphs 1, 2 and 3.

12.2 INDEMNIFICATION Architect agrees, to the extent permitted by applicable law, to indemnify and hold harmless the Owner, its parent, subsidiary and affiliated companies, if any, and the officers, directors, agents and employees of any of them (collectively the "Owner Parties") against and from all damages, claims, liabilities and costs, including reasonable attorneys' fees and defense costs of a third party or parties, to the extent caused by the negligent performance of professional services under this Agreement by Architect or the subconsultants of Architect, or anyone for whom either is responsible.

Owner agrees, to the extent permitted by applicable law, to indemnify and hold harmless the Architect, its parent, subsidiary and affiliated companies, if any, and the officers, directors, agents and employees of any of them (collectively the "Architect Parties") against and from all damages, claims, liabilities and costs, including reasonable attorneys' fees and defense costs of a third party or parties, to the extent caused by Owner's negligent acts or anyone for whom Owner is responsible.

12.2 NON-DISCRIMINATION The Architect agrees that neither the Architect nor its subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this contract; with respect to his or her hire, tenure, terms and conditions or privileges of employment, because of his/her race, color, religion, sex, disability, or national origin.

Owner and Architect shall each specifically insure the indemnification obligations contained in the Paragraph 12.2.

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

OWNER Saunders County School District 78-0001 a/k/a
Ashland-Greenwood Public Schools

Beringer Ciacco Dennell Mabrey (a Nebraska
Corporation)

(Signature)
Craig Pease, Superintendent of Schools
(Printed name and title)

(Signature)
Paul Kelly, Principal
(Printed name and title)

(Signature)
Board President
(Printed name and title)