



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 16th day of May in the year 2018
(In words, indicate day, month and year.)

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

Hudson School District, SAU #81
20 Library Street
Hudson, NH 03051

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

Lavallee Brensinger Architects
155 Dow Street, Suite 400
Manchester, NH 03101
Phone 603-622-5450

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

Renovations and Additions to the Wilber H Palmer Vocational - Technical Center and limited renovations to the Alvirne High School. The construction value is anticipated to be \$20,466,000. Additions include approximately 36,000 square feet of CTE Space. Renovations include approximately 40,000 square feet of CTE space, and 3500 square feet of high school area.

The Owner and Architect agree as follows.

The Owner's receipt of all necessary bond proceeds and funds from the State of New Hampshire to finance the Project are expressly made conditions precedent to all the Owner's obligations in this Agreement. Prior to the receipt of bond proceeds, however, the Owner may issue to the Architect written notices to proceed and written authorization for the Architect to incur expenses on behalf of the Owner in performance of the work to be performed under this Agreement. All said work will be limited to amounts specifically authorized in writing by the Owner. The Architect's sole and exclusive remedy for the Owner's inability to obtain all financing of the Project and for the Owner's possible need to terminate the Agreement for that reason will be to recover the amounts agreed upon by the Owner in the written notices to proceed provided to the Architect by the Owner under this paragraph for work properly completed by the Architect.

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.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

July 1, 2019

.2 Substantial Completion date:

September 1, 2021

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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The Architect will provide all professional services necessary for the complete design and construction documentation of the project. The Architect agrees that the basic services fee, as stated in Article 11, represents adequate and sufficient compensation for its timely provision of all professional Basic Services including those of its consulting structural, mechanical, electrical, plumbing, and civil consulting engineers. The Architect and its consulting engineers to provide architectural and engineering services necessary to completely design the project and prepare Instruments of Service and construction documents necessary for the project. The only exception to this being: (1) the cost of those services that are provided by third parties and that are expressly designated herein as the Owner's responsibility or Owner-provided; (2) the cost of those engineering, or consulting services that become a written agreement for additional services between the Owner and the Architect;

§ 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.

§ 2.2.1 Any Instruments of Service and construction documents prepared by the Architect that contain known errors, conflicts or omissions will be promptly corrected by the Architect at no additional cost to the Owner. The Owner's approval, acceptance, use of or payment for all or any part of the Architect's services shall in no way alter the Architect's obligations or the Owner's rights hereunder.

§ 2.2.2 The Architect agrees that all Instruments of Service and construction documents prepared by the Architect for the Project which are utilized by the Owner and/or Contractor, shall be in accordance with the standard of care identified in § 2.2. The Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies, inconsistencies or missing information necessary to provide reasonably accurate and complete documents.

§ 2.2.3 The Architect shall promptly advise the Owner of any problems which come to the Architect's attention that may cause a delay in the completion of the Project, or any portion thereof, or in the performance of the Architect's services.

§ 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 for the duration of this Agreement and until the issuance of a certificate of final payment at the Architect's sole expense and at no additional cost to the Owner.
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Each Occurrence	\$1,000,000
Damage to Rented Premises	\$600,000
Med. Exp.	\$ 5,000
Personal & Adv. Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Comp/Op. Agg.	\$2,000,000

.2 Automobile Liability

Combined Single Limit	\$1,000,000
Umbrella Liability	\$5,000,000

.3 Workers' Compensation

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Each Accident	\$500,000
Disease-Each Employee	\$500,000
Disease-Policy Limit	\$500,000

.4 Professional Liability

Per Claim	\$1,000,000
Aggregate	\$1,000,000

2.5.5 The Owner shall be named as an additional insured on the required insurance except professional errors and omissions and workers compensation. The required insurance shall not be canceled except on thirty (30) days prior written notice to the Owner. The certificate of insurance and policy endorsements shall be in a form satisfactory to the Owner and shall be provided by the Architect to the Owner prior to commencement of services under this Agreement.

2.5.6 The Architect will require consultants engaged or hired by the Architect to carry and maintain the insurance required in Article 2.5. The Architect will obtain certificates of insurance and policy endorsements from the consultants prior to the commencement of services and provide copies to the Owner for the Owner to review.

§ 2.6 The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, boards and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Architect's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Architect is legally liable.

2.7 If the Architect becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Owner, the Owner's consultants, or any other cause beyond the control of the Architect which will result in the schedule for performance of the Architect's services not being met, the Architect shall promptly notify the Owner. If the Owner becomes aware of any delays or other causes that will affect the Consultant's schedule, the Owner shall promptly notify the Architect. In either event the Architect's schedule for performance of its service shall be equitably adjusted

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services necessary to produce a reasonably complete and accurate set of Construction Documents as described in Article 3.4, except those engineering services provided by the Owner as specified herein. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, 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 the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants when the information is transmitted by the Owner to the Architect and expressly designated in writing by the Owner to be reliable.. 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 written approval a schedule for the performance of the Architect's services and those of its consultants. 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 written 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 made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall be responsible to meet requirements imposed by such governmental authorities and by such entities providing utility services. The design of the project shall be in accordance with applicable local, state, and federal laws and regulations in force in the State of New Hampshire.

§ 3.1.6 The Architect shall file documents required for the review 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. The Architect shall not be responsible for contrary interpretations or determinations by enforcement authorities or others.

§ 3.2.2 The Architect together with the Construction Manager shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or 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, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's 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 written approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's written 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, if requested by the Owner, include some combination of study models, perspective sketches, or digital modeling. 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 environmentally responsible 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 other environmentally responsible design services under Article 4.

§ 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 written approval of the Schematic Design Documents, and on the Owner's written 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 such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

3.3.1.1 The Architect shall incorporate into the Design Development Documents the Owner's program and the design requirements of governmental authorities having jurisdiction over the Project

§ 3.3.2 The Construction Manager shall update the estimate of the Cost of the Work.

§ 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 written 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 of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct 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 into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

The Construction Documents shall be completed so that the Work complies with applicable laws, statutes, ordinances, codes, rules, and regulations which are in force in the State of New Hampshire as of the date that the documents are completed and which are enacted prior to the Owner's written approval of the completed Construction Documents.

Notwithstanding the generality of the foregoing, in order to meet the requirement of RSA 198: 15-c, all lighting, electrical components of HV AC systems, motors and other electrical equipment specified for installation in the Project or in buildings owned by the Hudson School District shall meet the current NHSAVES energy efficiency program eligibility criteria and efficiency standards. The Architect will make reasonable efforts to select and specify eligible electrical equipment and to verify by means of the product submittal process that the specified equipment is installed during the construction process. Specific efficiency and eligibility criteria and incentive information can be found by going to the website: <http://www.nhsaves.com> and selecting the utility company that services the area where the Project is to be constructed. As a joint effort with the Owner and the Construction manager, the Architect will collaborate with the Owner on collecting equipment and project information for the rebate applications. Equipment lists and accepted shop drawings are considered part of the submittals which will facilitate review by the utility company. All information necessary for the equipment to qualify for a rebate must be approved by the utility company, including shop drawings and substitutions prior to executing the specified Work. This requirement is in addition to requirements of the New Hampshire State Building Code under RSA 155-A.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the conditions of bidding; and (2) 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.

§ 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 BIDDING OR NEGOTIATION 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. The Architect shall include in the specifications a requirement that the Contractor and all Subcontractors provide operation manuals and adequate training for the Owner in the operation of mechanical, electrical, heating and air conditioning systems

§ 3.5.2.2 At no cost to the Owner, the Architect shall assist the Owner and the Construction Manager in bidding the Project by

- .1 Providing reproducible digital files (PDF) of the bid documents to the construction manager for distribution to prospective bidders;
- .2 Participating in a pre-bid conference organized by the Construction Manager for prospective bidders;
- .3 Preparing responses to questions from the Construction Manager and providing clarifications and interpretations of the Bidding Documents to the Construction Manager in the form of addenda; and
- .4 Attending Presentation of the bids by the Construction Manager, and advising the Owner in regards to the Construction Manager's recommendations to award bids to listed subcontractors.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to the Construction Manager.

(Paragraphs deleted)

§ 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™–2007 as modified by the Owner and as modified by supplementary conditions proposed by the Architect and agreed to by the Owner in writing, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, 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 4.3, 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 bi-weekly while Work is in progress and as often as necessary and appropriate to the stage of construction, to observe the Work; to familiarize the Architect with the progress and quality of the Work; and to determine for the Owner's benefit and protection if the Work is proceeding in accordance with the intent of the Contract Documents and construction schedule. On the basis of the Architect's on-site observations as an Architect, the Architect shall keep the Owner informed of the progress and quality of the Work and the Architect shall use reasonable care to notify the Owner against defects and deficiencies in the Work and against the Contractor's failure to carry out the Work in accordance with the intent of the Construction Documents and the construction schedule.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents, but will in all cases, where nonconforming Work is to be accepted notify the Owner in writing and whenever the nonconforming

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Work will have any impact on the Owner's program or on the quality or value of the completed Work receive the Owner's written consent to the non-conforming Work. 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 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.

§ 3.6.2.3 The Architect shall interpret and advise the Owner of the interpretation of matters concerning performance of the 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. Nothing in this Agreement as amended shall make a decision of the Architect binding upon the Owner in the absence of the Owner's express written approval thereof in writing.

§ 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 the Contractor but, 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 A201-2007, as modified by the Owner and as modified by supplementary conditions proposed by the Architect and agreed to by the Owner in writing, 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 and that 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, and (3) to 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 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.

§ 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. 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 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the 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, 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.

§ 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 Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, 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 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 shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Schedule. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied. The Architect may authorize 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 the provisions of Section 4.3, 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 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; 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 issue a final Certificate for Payment based upon a final inspection indicating 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 the Work is found to be substantially complete, 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 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are included in Basic Services and may be required for the Project. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming (B202™–2009)	Not Provided	
§ 4.1.2 Multiple preliminary designs	Architect	
§ 4.1.3 Measured drawings	Architect	
§ 4.1.4 Existing facilities surveys	Owner	By Owner’s Surveyor or by Additional Service as noted below
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 4.1.6 Building Information Modeling (E202™–2008)	Architect	
§ 4.1.7 Civil engineering	Architect	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™–2007)	Architect	
§ 4.1.10 Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	By Owners Construction Manager
§ 4.1.12 On-site Project Representation (B207™–2008)	Owner	
§ 4.1.13 Conformed construction documents	Architect	
§ 4.1.14 As-Designed Record drawings	Architect	
§ 4.1.15 As-Constructed Record drawings	Not Provided	By Owners Construction Manager
§ 4.1.16 Post occupancy evaluation	Architect	Limited, Per 3.6.6.5 Above
§ 4.1.17 Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner’s consultants	Owner	
§ 4.1.20 Telecommunications/data design	Architect	See description below
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	Owner	
§ 4.1.22 Commissioning (B211™–2007)	Not Provided	Optional Additional Service
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™–2012)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	Owner	Optional Additional Service

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

Site Survey: Should the Owner elect to have the Architect engage the site surveyor (including boundary, topography, and wetland mapping), the architect shall engage the surveyor as a vendor for the sole purpose of facilitating the acquisition of these services to the Owner. The architect shall serve as a means for payment and transfer of information only, and shall assume no other responsibilities related to the services provided by the surveyor. The cost of these services shall be billed as an additional service, with a stipulated markup of \$1000 beyond the surveyor’s fees. The scope of these services is outlined in the

attached survey proposal from Hayner Swanson dated 06/14/2018. The cost for this service is a stipulated sum of \$44,500 including the Architect's markup.

Telecommunications/data design: The Architect shall provide the following design services for Telecommunications and Data Design as a basic (not additional) service:

1. The existing security system scope will be adding cameras and devices to extend the existing system. The School District will have installed a new system in 2018, which will be coordinated with.
2. The existing phone system will be extended. The School District will have installed a new system in 2018, which will be coordinated with.
3. The intercom systems will be selected by the Architect in collaboration with the client, and provided within the scope of the project as a new system. If possible, the intercom system will be integrated with the existing phone system.
4. The data system scope will include pathways, cabling, and terminations as well as location of IT closets and server rooms within the areas of renovation and new construction. Devices including but not limited to classroom technology, interactive white boards, computerized CTE Equipment, servers, switches, computers, printers, projectors, copiers, and wireless access points will be provided by the school district, although located on the drawings for coordination of data locations.
5. The building automation systems will be selected by the Architect in collaboration with the client, and provided within the scope of the project.
6. The existing door access control will extend the existing system. The School District will have installed a new system in 2018, which will be coordinated with.

§ 4.3 Additional Services may be provided 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 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 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 services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a substantial change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Substantially changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .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 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
(Paragraph deleted)
- .6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .7 Evaluation of the qualifications of bidders or persons providing proposals;
- .8 Consultation concerning replacement of Work resulting from fire or other cause during construction;.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain in writing the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to 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;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 Providing services after issuance to the Owner of the Final Certificate for Payment.

(Paragraphs deleted)

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. 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.

§ 5.2 The Owner shall establish and periodically update 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 design and construction contingencies related to all of these costs. 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 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 but are not limited to 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 Architect shall coordinate its services and those of its consultants with services provided by the Owner.

§ 5.7 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 where needed for the performance of the work and where the need is not the result, of the negligence of the Architect or its failure to perform.

§ 5.8 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 where needed for the performance of the work and where the need is not the result, of the Architect's negligence or failure to perform. The Owner understands that the Architect does not offer any fiduciary services, and has no fiduciary responsibilities to the Owner.

§ 5.9 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, provided nothing in this Agreement shall be construed so as to require the Owner to determine the accuracy or adequacy of the Architect's services, design or documents.

5.9.1 Notwithstanding anything to the contrary contained in the Contract Documents the Owner's review and approval of any and all documents or other matters required herein shall be for the purpose of providing the Architect with information as to the Owner's objectives and goals with respect to the project and not for the purpose of determining the accuracy or completeness of such documents, and in no way should any such review and approval alter the Architect's responsibilities hereunder and with respect to such documents.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 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.

§ 5.12 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.

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 Construction Manager's general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, 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 may 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, 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 Construction Manager 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 program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Construction Manager's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, 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 Construction Manager'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.

Init.

§ 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, without additional compensation, 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.

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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect hereby assigns to the Owner, without reservation, all copyrights to all Project-related documents, models, computer drawings and other electronic expression, photographs, or other expression produced by the Architect. Among those documents are certain Instruments of Service, including the design drawings and all drawings, specifications, and other documents that are included in the Contract Documents. By means of referencing the "Prime Agreement" in the Architect's agreements with their Consultants specific to ownership and copyrights to documents the Architect shall obtain a valid written assignment of copyright from his consultants in terms identical to those that obligate the Architect to the Owner as expressed in this subparagraph, with copyrights the Architect hereby assigns to the Owner. The Owner, in turn, hereby grants to the Architect non-exclusive license to reproduce the documents for purposes relating directly to the Architect's performance of this Project, for the Architect's archival records, and for the Architect's reproduction of drawings and photographs and the Architect's marketing materials. No other Project-related documents may be reproduced for any other purpose without the express written permission of the Owner. No other copyrights are included in the grant of the non-exclusive license to the Architect. This non-exclusive license shall terminate immediately upon the breach of the Agreement by the Architect.

(Paragraphs deleted)

§7.2.1 If the Owner subsequently reproduces Project-related documents or creates (or causes others to create) a derivative work based upon the Project-related documents created by the Architect, the Owner shall (to the extent permitted by law) remove or completely obliterate the original professional seals, logos and other indication on the documents of the identity of the Architect and his consultants. As a condition of the Owner's release of the Project-related documents to a third party, the Owner will require that third party to indemnify and hold the Architect harmless (to the extent permitted by law) from any claim, liability, or cost (including reasonable attorneys fees and defense costs) arising out of any unauthorized reuse or modification of the Project-related documents.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law.

(Paragraphs deleted)

§ 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 the Agreement. A request for mediation shall be made in writing, delivered to the other party to the 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. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)

Litigation in a court of competent jurisdiction

(Paragraphs deleted)

§ 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.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 The Architect shall give the Owner twenty-one (21) days written notice of the Architect's intention to terminate or suspend provision of services. This notice shall detail the Architect's specific reasons for its intended termination or suspension and shall state with specificity the means by which the Owner may cure the alleged reasons.

§ 9.2 If the Owner suspends the Project for more than 90 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.

§ 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 the Agreement for its convenience or the Architect terminates the Agreement pursuant to Section 9.3, the Architect shall be entitled to receive payment from the Owner limited to actual documented expenses of the Architect for services properly completed as of the termination date as its sole and exclusive remedy. Should the Owner terminate the Agreement for cause, but that cause subsequently is found to be insufficient to support termination, the termination shall be deemed one for convenience.

§ 9.7 Termination expenses are limited to compensation for services properly performed which were actually provided by the Architect under this Agreement.

§ 9.8 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 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that 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 A201-2007, General Conditions of the Contract for Construction, as modified by the Owner's Addendum and by the supplementary conditions proposed by the Architect and agreed to by the Owner in writing.

§ 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.

§ 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.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Architect or the Owner from giving notices required by law or complying with a court order to provide information or data when such order is issued by a court, administrative agency, or other authority with proper jurisdiction, or if it is reasonably necessary for the Architect or the Owner to defend itself from any suit or claim.

§ 10.9 The Owner understands and agrees that all structures are subject to wear and tear resulting from environmental and human-made exposures. As a result, all structures require regular monitoring and maintenance to prevent damage and deterioration. Following construction, such monitoring and maintenance are the sole responsibilities of the Owner. The Architect shall not be responsible for damage or other consequences, which may result from the Owner's failure to provide proper monitoring and maintenance.

10.10 The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Contractor and the Owner against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs that are a result of the negligent errors, acts, or omissions of the architect in the performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Architect is legally liable. Neither the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

ARTICLE 11 COMPENSATION

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

(Insert amount of, or basis for, compensation.)

Stipulated Sum / Fixed Fee Amount of _____
less Forty-One Thousand Dollars (\$41,000) for services performed to date and previously compensated for, totaling _____ plus reimbursable expenses not to exceed \$80,000. The first Schematic Design Invoice shall show a credit of \$41,000 for services performed to date and previously compensated for.
This Stipulated Sum Amount is based on approximately \$20,440,000 construction value. Should this value change by more than 10% in either direction, the total fee structure shall be renegotiated for the work remaining, assuming _____% of the construction value. Additional services (Re-design Fees) may apply for significant changes made after the completion of the Design Development Phase.

§ 11.2 For Additional Services designated in Section 4.1, 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.)

For time and expenses changes, compensation shall be computed in accordance with the rates scheduled in Attachment "A" and, notwithstanding anything to the contrary, said rates shall be for the duration of the Project. For stipulated sum changes, compensation shall be sums negotiated and mutually agreed upon by the Owner and Architect. Rates in Attachment "A" shall be adjusted annually in accordance with the Architect's standard practice.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

Init.

(Insert amount of, or basis for, compensation.)

For time and expenses changes, compensation shall be computed in accordance with the rates scheduled in Attachment "A" and, notwithstanding anything to the contrary, said rates shall be for the duration of the Project. For stipulated sum changes, compensation shall be sums negotiated and mutually agreed upon by the Owner and Architect. Rates in Attachment "A" shall be adjusted annually in accordance with the Architect's standard practice.

§ 11.4 Compensation for 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 Twenty percent (20 %), or as otherwise stated below:

Site Survey: See 4.2.

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

Schematic Design Phase	Twenty Five	percent (25	%)
Design Development Phase	Fifteen	percent (15	%)
Construction Documents Phase	Thirty	percent (30	%)
Bidding or Negotiation Phase	Two	percent (2	%)
Construction Phase	28	percent (Twenty-eight	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

11.5.1 Notwithstanding any other provision to the contrary, total compensation due from the Owner to the Architect for all the Architect's services, including for supplemental and/or additional services and for changes in service, shall not exceed the Architect's compensation in Article 11.1 unless the Owner agrees in writing prior to the Architect performing the service giving rise to the claim to excess compensation. Reimbursable expenses will not exceed \$80,000 without the prior written authorization of the Owner

§ 11.6 When compensation is based on a percentage of the Cost of the Work 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 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, 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.)*

Refer to Attachment "A" 2018 Lavalley / Brensinger Professional Association Professional Fee Schedule

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- .1 Mileage at IRS current rates
- (Paragraph deleted)*
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Renderings, models, mock-ups, and professional photography not required as part of the architect's normal design process and requested by the Owner;

Init.

(Paragraphs deleted)

7. Other Project Expenses as noted in Attachment A

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of 0 (\$ 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 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.)

1.0 % monthly

The first invoice shall not be issued until after August 15, 2018.

§ 11.10.3 Promptly upon receipt, the Owner shall review the Architect's Application for Payment. If the Owner disputes in good faith all or any portion of any statement, the Owner shall notify the Architect within fifteen (15) days of receipt of the disputed statement. Such notification shall clearly indicate that portion of the statement which the Owner disputes and shall include a reasonably detailed explanation of the reasons for disputing such portion. Any statement or portion of a statement not disputed by the Owner in the manner and within the time period set forth above shall be paid by the Owner within thirty (30) days of receipt; provided, that such payment shall not act as the Owner's waiver of any claims that may be asserted against the Architect for the performance of defective or deficient services. The Owner shall not be required to make payment to the Architect on account of any amount disputed in good faith by the Owner in the manner and within the time period set forth above until the matter in dispute has been resolved by the parties. The parties shall meet within fifteen (15) day after receipt of the Owner's statement to discuss the dispute. Any amount so disputed shall not be deemed to be an amount due the Architect under this Agreement until the matter is so resolved by the parties. If the resolution of the matter indicates that the Architect is entitled to be paid all or any portion of such disputed amount, then such amount to be paid to the Architect shall be due and payable within ten (10) days after resolution of the matter.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to 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:

12.1 Project Delay/ Abandonment: If for any reason the building project is delayed or terminated by the Owner, as a result of circumstances beyond the Owner's control such as but not limited to inability, whether temporary or permanent, to issue a bond, then the Architect's sole remedy will be to receive compensation for services properly provided prior to the delay or termination

Init.

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 Owner and Architect.

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

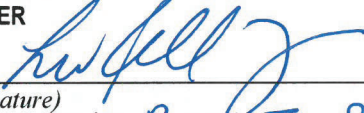
.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
(Paragraphs deleted)
as modified in writing by the Owner and the Architect.

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Attachment "A" 2018 Lavallee / Brensinger Professional Association Professional Fee Schedule

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

OWNER



(Signature)

Lawrence W. Russett, Jr. Superintendent
(Printed name and title)

ARCHITECT



(Signature)

Chris Drobat, AIA, President
(Printed name and title)