



Document G802™ – 2007

Amendment to the Professional Services Agreement

TO: Dr. Gearl Loden
(Owner or Owner's Representative)

Amendment Number: 10

In accordance with the Agreement dated: November 9th, 2007

BETWEEN the Owner:

(Name and address)

Tupelo Public School District
72 South Green Street
Tupelo, MS 38804

and the Architect:

(Name and address)

JBHM Architects, P.A.
105 Court Street
Tupelo, MS 38804

for the Project:

(Name and address)

TPSD, FEMA 361 Safe Room, Tupelo, MS
Tupelo High School, Thomas Street Elementary School, Joyner Elementary School, and Carver Elementary School

Authorization is requested

- to proceed with Additional Services.
- to incur additional Reimbursable Expenses.

As follows:

See Exhibit "A", "B", "C", "D" for each school as listed and made part of this agreement.

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

The Architect's fee shall be 8% based on rates approved by FEMA for the design of facilities of this type. See Exhibit "E" FEMA Cost Curve B, attached and made part of this agreement.

Grant preparation will be performed for each site. The grant preparation fee will be billed at an hourly, not-to-exceed rate of \$4,000.00 per site.

Time:

To be determined

SUBMITTED BY:



(Signature)

William M. Lewis, AIA

(Printed name and title)

10-14-14

(Date)

AGREED TO:



(Signature)

Dr. Gearl Loden, Superintendent

(Printed name and title)

(Date)



EXHIBIT "A"

Initial Information

for the following PROJECT:
(Name and location or address)

Tupelo Public School District, Tupelo High School FEMA 361 Safe Room, Tupelo, MS

THE OWNER:
(Name, legal status and address)

Tupelo Public School District
72 South Green Street
Tupelo, MS 38804

THE ARCHITECT:
(Name, legal status and address)

JBHM Architects, P.A.
105 Court Street
Tupelo, MS 38804

This Agreement is based on the following information.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

A FEMA 361 Safe Room will be designed to meet all requirements for a facility of this type. Application will be made for the Hazard Mitigation Grant Program for this project through MEMA/FEMA.

§ A.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

13,580 square foot safe room

4125 Cliff Gookin Boulevard
Tupelo, MS 38801

N 34 degs 13' 55.5"
W 88 degs 46' 01.34"

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total, and if known, a line item break down.)

To be determined

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.

Init.

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

To be determined

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

Competitive bid.

§ A.1.6 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

The breakdown of phases for a project of this type is as follows. Progress Payments for Basic Services in each phase shall total the following amounts of the Total Basic Compensation payable and shall be billed monthly.

| | | | |
|------------------------------|-----------------------|--|----|
| Grant Preparation Phase | Three percent (| 3 | %) |
| | | Not to Exceed \$4,000.00 prior to grant approval | |
| Schematic Design Phase | Twenty-two percent (| 22 | %) |
| Design Development Phase | Twenty-five percent (| 25 | %) |
| Construction Documents Phase | Twenty-five percent (| 25 | %) |
| Bidding or Negotiation Phase | Five percent (| 5 | %) |
| Construction Phase | Twenty percent (| 20 | %) |
| Total Basic Compensation | one hundred percent (| 100 | %) |

ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address and other information.)

Dr. Gearl Loden
72 South Green Street
Tupelo, MS 38804

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

N/A

§ A.2.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

None

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

William M. Lewis, AIA
105 Court Street

Init.

Tupelo, MS 38804

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.
(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer

Tom Schaeffer, PE
Structural Design Group
220 Great Circle Road, Suite 106
Nashville, TN 37228

.2 Mechanical Engineer

Jason Needham, PE
HNA Engineering, PLLC
6316 Anglia Valley Drive
Arlington, TN 38002

.3 Electrical Engineer

Josh Holtgrewe, PE
HNA Engineering, PLLC
6316 Anglia Valley Drive
Arlington, TN 38002

§ A.2.5.2 Consultants retained under Additional Services:

None anticipated

§ A.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)

None

Init.



EXHIBIT "B"

Initial Information

for the following PROJECT:
(Name and location or address)

Tupelo Public School District, Thomas Street Elementary School, FEMA 361 Safe Room, Tupelo, MS

THE OWNER:
(Name, legal status and address)

Tupelo Public School District
72 South Green Street
Tupelo, MS 38804

THE ARCHITECT:
(Name, legal status and address)

JBHM Architects, P.A.
105 Court Street
Tupelo, MS 38804

This Agreement is based on the following information.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

A FEMA 361 Safe Room will be designed to meet all requirements for a facility of this type. Application will be made for the Hazard Mitigation Grant Program for this project through MEMA/FEMA.

§ A.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

3,424 square foot safe room

520 South Thomas Street
Tupelo, MS 38801

N 34 degs 14' 51.58"
W 88 degs 44' 40.75"

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total, and if known, a line item break down.)

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

Init.

To be determined

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

To be determined

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

Competitive bid.

§ A.1.6 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

The breakdown of phases for a project of this type is as follows. Progress Payments for Basic Services in each phase shall total the following amounts of the Total Basic Compensation payable and shall be billed monthly.

| | | | |
|------------------------------|-----------------------|--|----|
| Grant Preparation Phase | Three percent (| 3 | %) |
| | | Not to Exceed \$4,000.00 prior to grant approval | |
| Schematic Design Phase | Twenty-two percent (| 22 | %) |
| Design Development Phase | Twenty-five percent (| 25 | %) |
| Construction Documents Phase | Twenty-five percent (| 25 | %) |
| Bidding or Negotiation Phase | Five percent (| 5 | %) |
| Construction Phase | Twenty percent (| 20 | %) |
| Total Basic Compensation | one hundred percent (| 100 | %) |

ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address and other information.)

Dr. Gearl Loden
72 South Green Street
Tupelo, MS 38804

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

N/A

§ A.2.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

None

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

William M. Lewis, AIA

Init.

105 Court Street
Tupelo, MS 38804

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.
(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer

Tom Schaeffer, PE
Structural Design Group
220 Great Circle Road, Suite 106
Nashville, TN 37228

.2 Mechanical Engineer

Jason Needham, PE
HNA Engineering, PLLC
6316 Anglia Valley Drive
Arlington, TN 38002

.3 Electrical Engineer

Josh Holtgrewe, PE
HNA Engineering, PLLC
6316 Anglia Valley Drive
Arlington, TN 38002

§ A.2.5.2 Consultants retained under Additional Services:

None anticipated

§ A.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)

None

Init.



EXHIBIT "C"

Initial Information

for the following PROJECT:
(Name and location or address)

Tupelo Public School District, Joyner Elementary School, FEMA 361 Safe Room,
Tupelo, MS

THE OWNER:
(Name, legal status and address)

Tupelo Public School District
72 South Green Street
Tupelo, MS 38804

THE ARCHITECT:
(Name, legal status and address)

JBHM Architects, P.A.
105 Court Street
Tupelo, MS 38804

This Agreement is based on the following information.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

A FEMA 361 Safe Room will be designed to meet all requirements for a facility of this type. Application will be made for the Hazard Mitigation Grant Program for this project through MEMA/FEMA.

§ A.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

3,439 square foot safe room

1201 Joyner Avenue
Tupelo, MS 38804

N 34 degs 16' 20.01"
W 88 degs 43' 36.28"

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total, and if known, a line item break down.)

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Init.

To be determined

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

To be determined

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

Competitive bid.

§ A.1.6 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

The breakdown of phases for a project of this type is as follows. Progress Payments for Basic Services in each phase shall total the following amounts of the Total Basic Compensation payable and shall be billed monthly.

| | | | | |
|------------------------------|-------------|-----------|----------------|----|
| Grant Preparation Phase | Three | percent (| 3 | %) |
| | | | Not to | |
| | | | Exceed | |
| | | | \$4,000.00 | |
| | | | prior to grant | |
| | | | approval | |
| Schematic Design Phase | Twenty-two | percent (| 22 | %) |
| Design Development Phase | Twenty-five | percent (| 25 | %) |
| Construction Documents | Twenty-five | percent (| 25 | %) |
| Phase | | | | |
| Bidding or Negotiation Phase | Five | percent (| 5 | %) |
| Construction Phase | Twenty | percent (| 20 | %) |
| Total Basic Compensation | one hundred | percent (| 100 | %) |

ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address and other information.)

Dr. Gearl Loden
72 South Green Street
Tupelo, MS 38804

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

N/A

§ A.2.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

None

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

William M. Lewis, AIA

105 Court Street
Tupelo, MS 38804

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.
(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer

Tom Schaeffer, PE
Structural Design Group
220 Great Circle Road, Suite 106
Nashville, TN 37228

.2 Mechanical Engineer

Jason Needham, PE
HNA Engineering, PLLC
6316 Anglia Valley Drive
Arlington, TN 38002

.3 Electrical Engineer

Josh Holtgrewe, PE
HNA Engineering, PLLC
6316 Anglia Valley Drive
Arlington, TN 38002

§ A.2.5.2 Consultants retained under Additional Services:

None anticipated

§ A.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)

None

Init.



EXHIBIT "D"

Initial Information

for the following PROJECT:
(Name and location or address)

Tupelo Public School District, Carver Elementary School FEMA 361 Safe Room,
Tupelo, MS

THE OWNER:
(Name, legal status and address)

Tupelo Public School District
72 South Green Street
Tupelo, MS 38804

THE ARCHITECT:
(Name, legal status and address)

JBHM Architects, P.A.
105 Court Street
Tupelo, MS 38804

This Agreement is based on the following information.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

A FEMA 361 Safe Room will be designed to meet all requirements for a facility of this type. Application will be made for the Hazard Mitigation Grant Program for this project through MEMA/FEMA.

§ A.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

2,208 square foot safe room

910 North Green Street
Tupelo, MS 38804

N 34 degs 16' 20.45"
W 88 degs 42' 19.37"

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total, and if known, a line item break down.)

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

Init.

To be determined

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

To be determined

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

Competitive bid.

§ A.1.6 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

The breakdown of phases for a project of this type is as follows. Progress Payments for Basic Services in each phase shall total the following amounts of the Total Basic Compensation payable and shall be billed monthly.

| | | | |
|---------------------------------|------------------------------|--|-----------|
| Grant Preparation Phase | Three percent (| 3 | %) |
| | | Not to Exceed \$4,000.00 prior to grant approval | |
| Schematic Design Phase | Twenty-two percent (| 22 | %) |
| Design Development Phase | Twenty-five percent (| 25 | %) |
| Construction Documents Phase | Twenty-five percent (| 25 | %) |
| Bidding or Negotiation Phase | Five percent (| 5 | %) |
| Construction Phase | Twenty percent (| 20 | %) |
| Total Basic Compensation | one hundred percent (| 100 | %) |

ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address and other information.)

Dr. Gearl Loden
72 South Green Street
Tupelo, MS 38804

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

N/A

§ A.2.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

None

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

William M. Lewis, AIA

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User Notes:

(1816807282)

105 Court Street
Tupelo, MS 38804

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.
(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer

Tom Schaeffer, PE
Structural Design Group
220 Great Circle Road, Suite 106
Nashville, TN 37228

.2 Mechanical Engineer

Jason Needham, PE
HNA Engineering, PLLC
6316 Anglia Valley Drive
Arlington, TN 38002

.3 Electrical Engineer

Josh Holtgrewe, PE
HNA Engineering, PLLC
6316 Anglia Valley Drive
Arlington, TN 38002

§ A.2.5.2 Consultants retained under Additional Services:

None anticipated

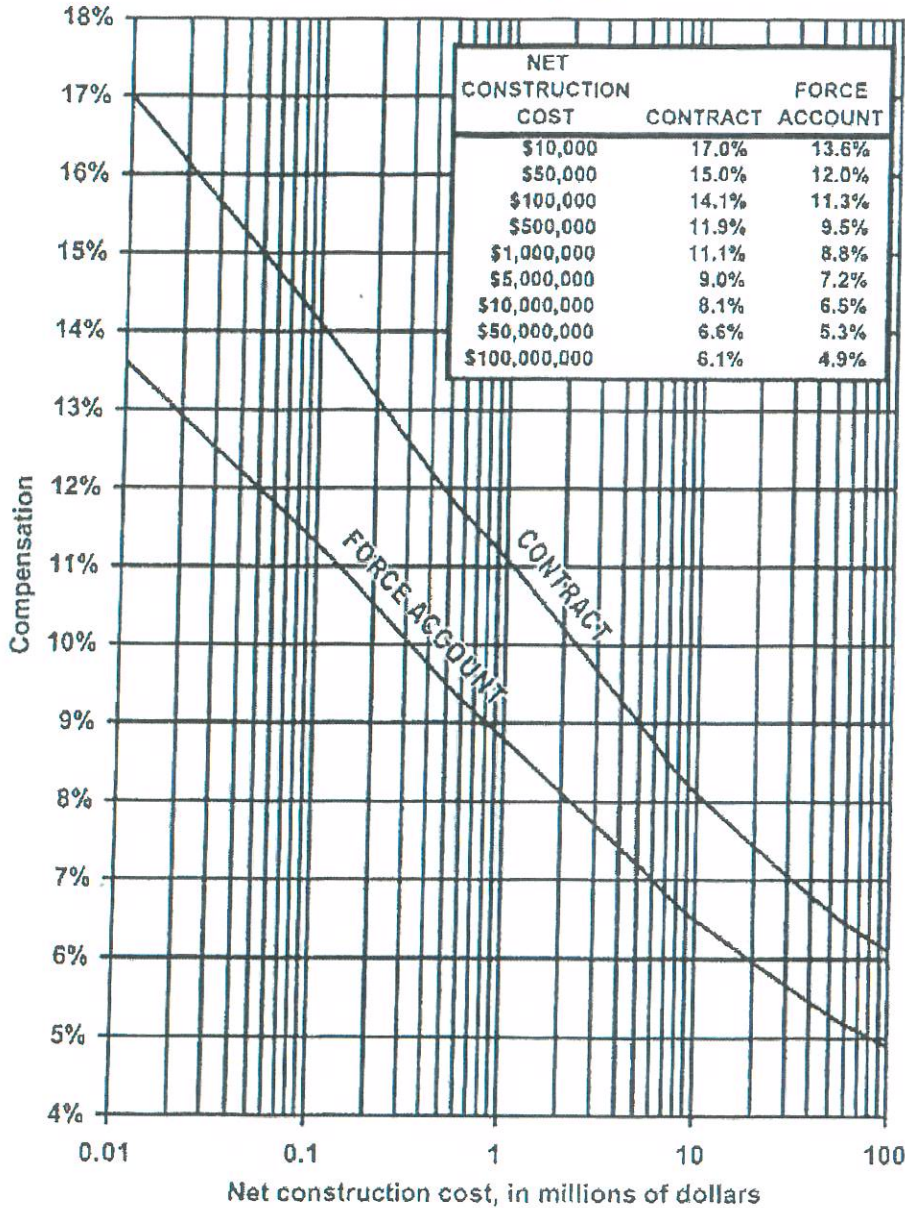
§ A.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)

None

Init.

Engineering and Design Services of Average Complexity

CURVE B. COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF CONSTRUCTION COST FOR PROJECTS OF AVERAGE COMPLEXITY



NOTE: "Contract" and "Force Account" above mean engineering and design services performed by contract or by an applicant's own employees, respectively.

Actual costs, not estimated costs, for eligible engineering and design services should be claimed in large project final inspection and reconciliation. Costs that exceed the amounts determined by use of these curves will be reviewed for reasonableness and funded accordingly.