



RUSSELLVILLE BOARD OF EDUCATION

CALLED BOARD MEETING

Friday, July 31, 2026 at 5:00pm

THE BOARDROOM AT RUSSELLVILLE HIGH SCHOOL

THIS MEETING WILL BE AUDIO RECORDED

The media has been notified of this meeting.

1. CALL TO ORDER

1.1. The meeting will be called to order by the Board President.

2. ROLL CALL

2.1. Board Member Roll Call

3. PUBLIC COMMENT

4. CONSENT AGENDA

4.1. Consider approving the purchase of four All American 89 passenger FE (Diesel) powered school buses.

4.2. Consider approving an Architect Agreement with Architecture Plus, Inc.

4.3. Consider approving Service Contract Agreement with West Pest Control for the 2026-2027 School Year.

5. PERSONNEL

5.1. Consider approving all certified and classified staff resignations, transfers, additional stipends, and employment recommendations.

6. ADJOURNMENT



RSD Board of Education Agenda Abstract

Abstracts serve to provide background information regarding agenda items.

Board Meeting Date: July 31, 2026
Item Title: School Bus Purchase
Responsible Administrator: Justin Roberson
Strategic Plan Priority: Financial Stability, Academic Success

Background:

RSD would like to purchase four (4) new Blue Bird All American 89 passenger buses with diesel powered engines from Central States Bus Sales, Inc. The cost for each 89 passenger bus is \$192,419 which includes the Angeltrax camera security system (\$6,400). The total purchase price for the four (4) 89 passenger buses with a security system is \$769,676.

The 4 new buses would replace 4 buses that are 20+ years old and continue the bus fleet refresh plan.

Recommended Action:

To approve the purchase of FOUR (4) new All American 89 passenger FE(Diesel) powered school buses.

Central States Bus Sales, Inc.
420 Lake Lane, North Little Rock, AR, 72117
501-955-2577 • FAX: 866-300-8893 • 887-272-8737
www.centralstatesbus.com
"The Bus Experts"

July 1, 2026

Russellville School District
Attn: Christopher King
P.O. Box 928
Russellville, AR 72811
BUS PROPOSAL

Mr. King,

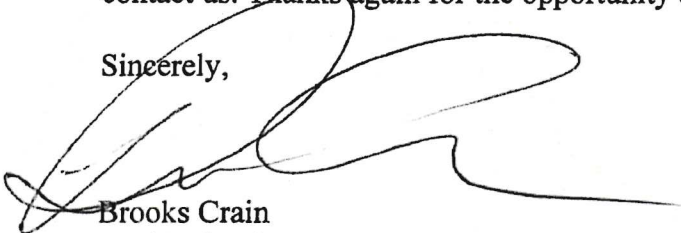
Thank you for the opportunity to assist with your school's transportation needs. Central States Bus Sales, Inc. is the authorized distributor for the Blue Bird Company in Alabama, Arkansas, Illinois, Kentucky, Missouri, and Tennessee. Blue Bird School Buses are unsurpassed in quality, durability, and built-in safety features.

In accordance with your request, I've enclosed a proposal for a NEW 2027 Eighty-Nine (89) Passenger School Bus. This unit is equipped to meet or exceed all State and Federal Specifications. These units are built to Blue Bird Standard Specifications. If you have any questions as to the specifications, we will be glad to answer them.

The terms of this proposal require payment due upon delivery and acceptance of the new bus(s). An invoice would be submitted prior to delivery to enable preparation of payment.

If you have any questions or require additional information, please feel free to contact us. Thanks again for the opportunity and I hope to hear from you soon!

Sincerely,



Brooks Crain
Regional Sales Manager

Proposal to Russellville SD for a NEW Latest Type D Front Engine 89 Passenger School Bus 253844

General Requirements:

1. Bids will be accepted for complete units only. These complete units must be submitted by a dealer who is authorized to do business in the state of Arkansas. Complete units will be those submitted by authorized body company distributors.
2. Service manuals, parts catalogs and wiring schematics will be furnished at no charge.
3. Supply warranty schedules on engine, transmission, chassis and body.
4. The equipment proposed must meet or exceed all requirements set forth in the Arkansas Minimum Standards for School Buses and Federal Motor Vehicle Safety Standards established by the Federal Department of Transportation. Complete certification must be available if requested.
5. **All exceptions to these specifications must be noted separately and thoroughly explained in the bid proposal.** The terms "No structural differences" or "We are equal to your specifications" will not be permitted. It will be the responsibility of the board of education or their representatives to determine if a substitution to the specifications is considered "Equal to". The bidder must provide, along with any exceptions, detailed specifications so the board of education can make the necessary comparisons to enable a proper decision. Failure to do so may result in the rejection of your bid for non-compliance. These specifications must be returned with the bid proposal.
6. The Board of Education reserves the right to reject any or all bids, to waive all technicalities and to award the contract to the best bidder.

Name of District: Russellville School District

Contact Name: Mr. Christopher King

Phone Number:

Bid Due Date and Time:

Vendor Information:

Dealer Name: Central States Bus Sales, Inc.

Dealer Contact: Brooks Crain

Dealer Phone Number:

Russellville SD Type D FE 89 Passenger Chassis Specifications

NEW Latest Model Year Forward Engine Type D 89 Passenger School Bus

232" Wheelbase

In Line 6 Cylinder Diesel Engine with Minimum 250 Horsepower & 660 Ft/Lbs of Torque, 2025 Emission Control EPA

Allison 3000 5-Speed Transmission

Cruise Control

Exhaust Exiting Left Side Under Rear Bumper, Turned Down

13,200 lb. ***Minimum*** Capacity Front Axle

13,200 lb. ***Minimum*** Capacity Front Springs

23,000 lb. ***Minimum*** Capacity Rear Axle

21,000 lb. ***Minimum*** Capacity Rear Spring Suspension

Oil Filled Hubs

Tilt & Telescoping Steering Column

Minimum 280 Amp Alternator

Three (3) Group 31 Batteries

Battery Disconnect Switch in Battery Compartment

Hi-Idle Switch

Meritor Air Brakes 5" Front and 7" Rear

AD-IP Heated Bendix Air Dryer

100 Gallon Fuel Tank Mounted Between Frame Rails

15 Gallon Diesel Exhaust Fluid Tank

Russellville SD Type D FE 89 Passenger Chassis Specifications

Kumho 16 Ply 11R22.5 Tires Highway Tread Front and Rear

Hub Piloted 8.25"x 22.5 Disc Wheels

Front and Rear Tow Hooks

Front and Rear Mud Flaps

Parts and Service Manuals for Chassis

Russellville SD Type D FE 89 Passenger Body Specifications

NEW Latest Model Year Forward Powered Transit Style School Bus Body

Bus Body *Minimum* Length 40 Feet 4 Inches

Eighty-nine (89) Ambulatory Passengers

77" Minimum Headroom above Plywood Sub Floor and Floor Covering

Roof Bows are to be From *Floor Line to Floor Line*

High Back Driver's Seat *with Aisle Side Armrest w/Orange 3pt. Seat Belt*

High Back School Bus Seats with Brown Upholstery

Full Length Acoustical Headliner

Electric Outward Opening Entrance Door with a *Key Lock*

Forward & Aft Entryway Assist Rails

Two (2) Piece Curved Windshield

Tinted Split Sash 12" Passenger Windows

Tinted Upper and Lower Rear Emergency Door Windows

Tinted Rear Vision Windows

5/8" *Marine Grade* Plywood Sub-Floor

White Roof

Aluminum Aisle Trim

90,000 BTU Front Heater and Defroster

12,000 BTU Driver Under Seat Heater

80,000 BTU Mid-ship Heater

80,000 Rear Heater

Russellville SD Type D FE 89 Passenger Body Specifications Continued

Two (2) 6" Auxiliary Driver Defroster Fans

LED Side Turn Indicators Mounted Forward Each Side of Body

LED Dual Row Dome Lights with Front and Rear Switch Configuration

LED Driver Dome with Separate Switch

Electric Stop Arm with **LED Strobe Lights**

Electric Crossing Control Arm with a Magnetic Latch

Two (2) Roof Hatches

Back Up Alarm

Strobe Light

Child Check System

Daytime Running Lights

12V Dash Mounted Power Socket in Driver's Compartment

Rear Emergency Door Vandal Lock with Ignition Interlock

All LED Warning, Signal, Clearance and ID Lights

16 Unit Light Monitor for Exterior Signal Lights

Heated Exterior Rearview & Cross view Mirrors

PA System and Eight (8) Deluxe Speakers

Double Luggage Compartments both Sides Single right side rear, Total 65.1 Cubic Feet with Gas Assist Shocks for Doors

Air Conditioning System Minimum 135,000 BTU with Front and Rear In-Wall Evaporators and One Mid-ship Side Mount Evaporator

Russellville SD Type D FE 89 Passenger Body Specifications Continued

3M Diamond Grade for All Required Exterior Reflective Tape

3M Diamond Grade 8" "SCHOOL BUS" in front and rear caps

All Breaker Type Body Fuses

All Required Lettering & Emergency Equipment

Parts and Service Manuals for Body

Angel Trax Surveillance System w/9 Cameras

Russellville School District
P.O. Box 928
Russellville, Arkansas 72811

Bid Submitted By: BROOKS CRAIN

Date: July 1, 2026

Name of Dealer: CENTRAL STATES BUS SALES, INC.

Signed By:

Title: Regional Sales Manager

Address: 420 LAKE LANE

City, State and Zip Code: NORTH LITTLE ROCK, ARKANSAS 72117

Bus Being Bid: NEW 2027 Blue Bird All American 89 Passenger Front Engine School Bus

Total Purchase Price Each: \$192,419.00

Base/State Bid Options Purchase Order Amount for Item 10: \$186,019.00

State Contract# 4600048063 (include on PO)

Vendor# 100000874 (include on PO)

State Contract Options for Item 10: (Include these option numbers on PO): 1007, 1014, 1017, 1023, 1027, 1033, 1035, 1036, 1037, 1038, 1039, 1041, 1042, 1043, 1044, 1045, 1047, 1048, 1051, 1061 (65.1CF), 1064, 1067.

District Additional Options Requested Unavailable in a State Contract which requires a separate purchase order:

Angel Trax 8 Cameras

\$6,400.00

**Total Amount for Additional Options: \$6,400.00
(Separate Purchase Order)**

"Blue Bird reserves the right to implement a tariff surcharge at time of invoice on the total invoiced price dependent upon the implementation of tariffs on Mexican, Canadian and/or Chinese imports that are in place at the time the bus finishes production"



Board of Education

Board Meeting Date: July 31, 2026
Item Title: Architecture Plus Contract
Responsible Administrator: Justin Roberson
Strategic Plan Priority: Financial Stability, Academic Success

BACKGROUND/CONSIDERATION:

In February 2026, the Russellville School District issued a Request for Qualifications (RFQ) to select an architectural firm to partner with the district on upcoming construction and facility improvement projects. After a thorough review and evaluation of the submitted qualifications, the district selected Architecture Plus, Inc. as its architectural partner.

The first project to be completed under this partnership is the London Elementary Enclosed Walkway. Architecture Plus, Inc. has worked with district administration to develop the design and construction documents for the project, which will provide a safe, weather-protected connection for students, staff, and visitors while improving accessibility and overall campus functionality.

RECOMMENDATION:

Approve the Architecture Plus, Inc Contract Agreement.

Move to authorize and accept the recommendations as presented.

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Twenty-ninth day of April in the year Two Thousand Twenty-Six

(In words, indicate day, month and year.)

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

Russellville School District
3115 West 2nd Court
Russellville, AR 72801
Phone: 479-968-1306

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

Architecture Plus, Inc.
907 South 21st Street
Fort Smith, AR 72901
Phone: 479-783-8395

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

Russellville School District - Enclosed Walkways at London Elementary
154 School Street
London, AR 72847
APlus Project #25-71

The Construction Manager (if known):
(Name, legal status, address, and other information)

Baldwin & Shell Construction Company
PO Box 1750
1000 West Capitol Ave
Little Rock, AR 72201
Phone: 501-374-8677

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

This document is intended to be used in conjunction with AIA Documents A201-2017™, General Conditions of the Contract for Construction; A133-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

AIA Document A201™-2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Design connecting corridors between 3 buildings.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Construction of enclosed corridors at London Elementary School between 3 buildings.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$600,000.00

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

.1 Design phase milestone dates, if any:

To be determined.

.2 Construction commencement date:

To be determined.

.3 Substantial Completion date or dates:

To be determined.

.4 Other milestone dates:

None at this time.

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

- ☒ [X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- ☐ [] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

N.A.

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

N.A.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Dr. Luke Lovins, Superintendent
Russellville School District
3115 West 2nd Court
Russellville, AR 72801
Phone: 479-968-1306
Email: luke.lovins@rsdk12.net

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

Jeff Holt
3115 West 2nd Ct
Russellville, AR 72801

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

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

.2 Land Surveyor:

Philip J. Leraris, PE, LS
PO Box 11123
Fort Smith, AR 72917
479-452-5822

.3 Geotechnical Engineer:

None.

.4 Civil Engineer:

Philip J. Leraris, PE, LS
PO Box 11123
Fort Smith, AR 72917
479-452-5822

.5 Other consultants and contractors:

(List any other consultants and contractors retained by the Owner.)

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

H. Craig Boone, AIA
Architecture Plus, Inc.
907 South 21st Street
Fort Smith, AR 72901
Phone: 479-783-8395
Email: craig@archplusinc.net
Cell: 479-806-5492

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Myers Engineering
Jason Myers, P.E.
2411 Fayetteville Rd. Ste B
Van Buren, AR 72956

.2 Mechanical Engineer:

EMA Engineering & Consulting
Shane Lanning, P.E.
2458 E Joyce Blvd. Ste 1
Fayetteville, AR 72703

.3 Electrical Engineer:

EMA Engineering & Consulting
Shane Lanning, P.E.
2458 E Joyce Blvd. Ste 1
Fayetteville, AR 72703

§ 1.1.12.2 Consultants retained under Supplemental Services:

None at this time.

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

Program of Requirements as provided by the School District.

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

§ 2.5 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.

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

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate.

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

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the 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 Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

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

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to

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

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

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

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

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, 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.

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

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

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

§ 3.3.5.1 Paragraph deleted.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager 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.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

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

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 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 Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager 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.

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

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 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 Construction Manager as

set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager 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 Construction Manager'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 Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

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

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

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

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

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

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager 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 Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed

to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager 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 Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

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

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

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

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, 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 Construction Manager: (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 Construction Manager under the Contract Documents.

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Architect
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple Preliminary Designs	Architect
§ 4.1.1.4 Measured drawings	Architect
§ 4.1.1.5 Existing facilities surveys	Owner
§ 4.1.1.6 Site evaluation and planning	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Owner
§ 4.1.1.10 Landscape design	Not Provided
§ 4.1.1.11 Architectural interior design	Not Provided
§ 4.1.1.12 Value analysis	Not Provided

§ 4.1.1.13	Cost estimating	Not Provided
§ 4.1.1.14	On-site project representation	Architect
§ 4.1.1.15	Conformed documents for construction	Architect
§ 4.1.1.16	As-designed record drawings	Architect
§ 4.1.1.17	As-constructed record drawings	Not Provided
§ 4.1.1.18	Post-occupancy evaluation	Not Provided
§ 4.1.1.19	Facility support services	Owner
§ 4.1.1.20	Tenant-related services	Not Provided
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.22	Telecommunications/data design	Not Provided
§ 4.1.1.23	Security evaluation and planning	Not Provided
§ 4.1.1.24	Commissioning	Not Provided
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26	Historic preservation	Not Provided
§ 4.1.1.27	Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29	Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

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

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

Any and all Supplemental/Additional Services will only be accomplished by written notice to the Owner, by the Architect, and acceptance by the Owner in writing.

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

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

Any and all Supplemental/Additional Services will only be accomplished by written notice to the Owner, by the Architect, and acceptance by the Owner in writing.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

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

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

1. Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid

- packages in addition to those listed in Section 1.1.6:
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
 - .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
 - .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
 - .5 Services necessitated by decisions of the Owner or Construction Manager 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;
 - .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
 - .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
 - .11 Assistance to the Initial Decision Maker, if other than the Architect;
 - .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
 - .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
 - .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
 - .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

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

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

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Bi-monthly visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 As many as necessary inspections for any portion of the Work to determine final completion

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

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

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 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.

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

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

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

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the

Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

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

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

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

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager 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 Construction Manager, including the General Conditions of the Contract for Construction.

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

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

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager,

shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

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

§ 8.2 Mediation

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

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

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

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

(Check the appropriate box.)

☒ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect,

the Architect may terminate this Agreement by giving not less than seven days' written notice.

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

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

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

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

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

.1 Termination Fee:

Owner shall pay for all services to date of termination.

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

Owner shall pay for all services to date of termination, before Owner's continued use of the Architect's instruments of service.

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

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

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

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a

third party against either the Owner or Architect.

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Six (6.00) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

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

Hourly rates as per the attached rate schedule for Architecture Plus, Inc. personnel, consultants and reimbursable expenses.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

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

Hourly rates as per the attached rate schedule for Architecture Plus, Inc. personnel, consultants and reimbursable expenses.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10.00 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	Twenty percent (20.00 %)
Design Development Phase	Twenty percent (20.00 %)
Construction Documents Phase	Forty percent (40.00 %)
Construction Phase	Twenty percent (20.00 %)

Total Basic Compensation	one hundred percent (100.00 %)
--------------------------	---------------------------------

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

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

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

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

Architecture Plus, Inc. Billing Rate Structure. (See attached.)

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

- 8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- 9 All taxes levied on professional services and on reimbursable expenses;
- 10 Site office expenses;
- 11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- 12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

N.A.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

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

%

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- 1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction

- Manager as Constructor Edition
2 Building Information Modeling Exhibit, if completed:

N.A.

- 3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

- ☐ AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.

(Insert the date of the E234-2019 incorporated into this agreement.)

N.A.

- ☐ Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- 4 Other documents:

(List other documents, if any, forming part of the Agreement.)

1. Compensation will be 6% of the accepted contract bid amount for building and site improvements (total cost of the work) for the project listed in this Agreement. Change Orders which affect the construction contract sum that involve Architecture Plus' expertise and time shall be compensated at 6% of the Change Order dollar amount. In no case will compensation be less than 6% of the lowest qualified Contractor's Base Bid Amount as recorded on the Bid Tabulation Sheet on the day of the Bid Opening through the bidding process for the project.

Payments to the Architect before final Construction Cost is established shall be based on the estimated Construction Cost as stated in Article 11.1. The fee will be adjusted once the total cost of the work (Construction Cost) is known. The services related to any review approval or variance of the Design by City, State or Federal jurisdictions shall be Additional Services.

2. Structural Engineering Drawings shall be stamped, signed and certified to meet all local and state seismic design requirements. This work will be performed by an Arkansas licensed professional engineer.

3. Architecture Plus, Inc. shall be compensated for all Architectural/Engineering work performed, at the stated fee, even though the Owner may choose not to accomplish all of the work, i.e., Architecture Plus, Inc. shall be compensated for all work performed including Deductive/Additive Alternates during the Design and Bidding Process and any Deductive or Additive changes that occur with the Contractor(s) after the Bid Opening

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

OWNER (Signature)

BY: Russellville School District

(Printed name and title)

ARCHITECT (Signature)

BY: H. Craig Boone, AIA, President Architecture Plus, Inc.

(Printed name, title, and license number if required)



907 South 21st Street
Fort Smith, Arkansas 72901
Tel: (479) 783-8395
Fax: (479) 783-0935
E-mail: aplus@archplusinc.net

ARCHITECTURE PLUS, INC. **STANDARD BILLING RATE STRUCTURE**

EFFECTIVE JANUARY 1, 2025
(Rates are subject to change with prior notice given)

Architect, Principal Officer, Lead Architect	\$ 145.00 per hour
Architect, Registered	\$ 110.00 per hour
Intern Architect	\$ 90.00 per hour
Interior Designer	\$ 75.00 per hour
CAD Technician/Draftsman	\$ 60.00 per hour
Clerical / Administrative Staff	\$ 45.00 per hour

Reimbursables

Travel (beyond 30-mile radius of Architecture Plus office)

Time	½ Hourly Personnel Rate
Car / Truck	\$ 0.70 per mile
Common Carrier (Airfare or other Transportation Service)	Actual Cost
Per Diem (Meals & Lodging)	Actual Cost
Package Delivery (Federal Express, Express Mail or UPS)	Actual Cost
Field or In-House Supplies	Actual Cost
Outside Services (Engineers, Consultants)	Actual Cost + 10%
Review Fees, Filing Fees, and other Miscellaneous Fees	Actual Cost + 10%
Expert Testimony (Plus Expenses)	
Preparation	Hourly Rate
Testimony	
½ Day or Less	\$ 500.00 Minimum
Per Day	\$ 1,000.00 Minimum

Prints

Black Line or Reproducible	
Complete or Partial Sets - Vendor Service	Actual Cost
Black Line (Up to 24" x 36" sheets) - In-House Service	\$ 2.00 per copy
Reproduction - (8-1/2" x 11" or 8-1/2" x 14")	
Plain Paper Photocopy - In-House	\$ 0.20 per copy
Plain Paper Photocopy - Vendor Service	Actual Cost
Fax Transmittals - Per 8-1/2" x 11" Page (Long Distance)	
First Page	\$ 5.00 per page
Additional Pages	\$ 1.00 per page
Mail	Actual Cost
Telephone (Long Distance)	Actual Cost
Models and Presentation Drawings/Renderings	Fee Quoted Per Project
Photography	Hourly Rate + Expenses

***Owner Requested Material Purchases.....Actual Cost + 20%**

*** Includes but is not limited to: Furniture, Lighting, Artwork, and Accessories.**



Board of Education

Board Meeting Date: July 31, 2026
Item Title: West Pest Control Contract
Responsible Administrator: Justin Roberson
Strategic Plan Priority: Financial Stability, Academic Success

BACKGROUND/CONSIDERATION:

West Termite and Pest Management Inc. currently provides RSD pest control service. RSD would like to renew the agreement with West Termite and Pest Control for the 2026-2027 school year. The total cost of the agreement is \$11,484.

RECOMMENDATION:

Approve the West Pest Control Service Contract Agreement for 2026-2027

Move to authorize and accept the recommendations as presented.



Termite & Pest Management, Inc.
Protecting Your HOME, HEALTH & PEACE OF MIND
2605 S Knoxville Ave., Russellville, AR 72802
(479) 968-5166

PEST CONTROL SERVICE CONTRACT

Billing Information	Service Information
Customer: <u>Russellville School District</u>	Customer: <u>RSD1</u>
Address: <u>3115 W 2nd Street</u>	Address: _____
City: <u>Russellville</u> ST <u>AR</u> ZIP <u>72802</u>	City: <u>Russellville</u> ST <u>AR</u> ZIP <u>72802</u>

Main Phone: _____ Alt. Phone: _____ Work Phone: _____ Email: _____

Service Frequency
☒ Monthly ☐ Bi-Monthly ☐ Quarterly ☐ Other _____

Service Months		
Q1	Q2	Q3
☐ JAN	☐ FEB	☐ MAR
☐ APR	☐ MAY	☐ JUN
☐ JUL	☐ AUG	☐ SEP
☐ OCT	☐ NOV	☐ DEC

Covered Pest		
☐ Roaches	☐ Centipedes	☐ Pantry Pest
☐ House Ants	☐ Millipedes	_____
☐ House Spiders	☐ Crickets	_____
☐ Rats and Mice	☐ Clothes Moths	_____
☐ Silverfish	☐ Indoor Tick & Flea	_____

Note: Brown Recluse and Black Widow Spiders may be added to service contract for an additional charge. Bed Bugs not included.

Service Charges	
Initial Service Charge	\$ 220.50
Regular Service Charge	\$ 220.50
Sub-Total Annual Amount	\$ 2646.00
Sales Tax	\$ _____
5% Discount for YIA	\$ _____
Amount Less Discount	\$ _____

Special Instructions or Directions
<u>High School</u>
<u>Athletic Complex</u>
<u>Fine Arts</u>
<u>Gym</u>
<u>Storage Building</u>

Warranty Information: The warranty covers the above marked pest "only" any service for other pest will be at an additional charge. If during the contract term additional service is needed for the covered pest, service will be provided free of charge as long as the account is current and has no outstanding balances. If there is a balance then payment must be made when the technician arrives for the additional service request. Service will consist of treatment and recommendations for pest you are currently having a problem with and will be determined by the Pest Technician as to the extent of treatment necessary, West Termite & Pest Management Inc. is not responsible and does not guarantee against present or future damage to the structure or contents, or provide for repair or replacement thereof. This agreement does not provide for the control of termites or any other wood destroying insect or organism.

Terms & Conditions: It is understood that this agreement is for an Initial Period of (12) Months and will continue on a month to month basis unless otherwise canceled by either party (30) days prior to the next scheduled service month. If service is canceled prior to the end of the initial (12) month period a cancellation fee of 50% of the remaining contract term will be charged to the account. The service is to be rendered in the months as marked above under (Service Months) (Circle One: Q1 Q2 Q3). West Termite & Pest Management will make a minimum of (3) attempts to contact you for service either by mail, email, or phone. After (3) contact attempts the outside of the structure will be treated and a **FULL SERVICE CHARGE WILL BE APPLIED TO THE ACCOUNT**. The option and responsibility to schedule the inside service (if so desired) is the customer's.

Company Representative:

6-30-24

Date:

Customers Signature:



Termite & Pest Management, Inc.
Protecting Your HOME, HEALTH & PEACE OF MIND
2605 S Knoxville Ave., Russellville, AR 72802
(479) 968-5166

PEST CONTROL SERVICE CONTRACT

Billing Information	Service Information
Customer: <u>Russellville School District</u>	Customer: <u>RSD2</u>
Address: <u>3115 W 2nd Street</u>	Address: _____
City: <u>Russellville</u> ST <u>AR</u> ZIP <u>72802</u>	City: <u>Russellville</u> ST <u>AR</u> ZIP <u>72802</u>

Main Phone: _____ Alt. Phone: _____ Work Phone: _____ Email: _____

Service Frequency
☒ Monthly ☐ Bi-Monthly ☐ Quarterly ☐ Other _____

Service Months		
Q1	Q2	Q3
☐ JAN	☐ FEB	☐ MAR
☐ APR	☐ MAY	☐ JUN
☐ JUL	☐ AUG	☐ SEP
☐ OCT	☐ NOV	☐ DEC

Note: Brown Recluse and Black Widow Spiders may be added to service contract for an additional charge. Bed Bugs not included.

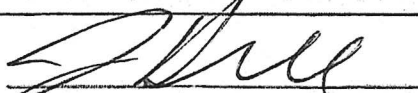
Covered Pest		
☐ Roaches	☐ Centipedes	☐ Pantry Pest
☐ House Ants	☐ Millipedes	_____
☐ House Spiders	☐ Crickets	_____
☐ Rats and Mice	☐ Clothes Moths	_____
☐ Silverfish	☐ Indoor Tick & Flea	_____

Service Charges	
Initial Service Charge	\$ 220.50
Regular Service Charge	\$ 220.50
Sub-Total Annual Amount	\$ 2646.00
Sales Tax	\$ _____
5% Discount for YIA	\$ _____
Amount Less Discount	\$ _____

Special Instructions or Directions
<u>Old Admin Bldg</u>
<u>Center Valley</u>
<u>Child Nutrition</u>
<u>Crawford</u>
<u>Dwight</u>
<u>VO TECH</u>

Warranty Information: The warranty covers the above marked pest "only" any service for other pest will be at an additional charge. If during the contract term additional service is needed for the covered pest, service will be provided free of charge as long as the account is current and has no outstanding balances. If there is a balance then payment must be made when the technician arrives for the additional service request. Service will consist of treatment and recommendations for pest you are currently having a problem with and will be determined by the Pest Technician as to the extent of treatment necessary. West Termite & Pest Management Inc. is not responsible and does not guarantee against present or future damage to the structure or contents, or provide for repair or replacement thereof. This agreement does not provide for the control of termites or any other wood destroying insect or organism.

Terms & Conditions: It is understood that this agreement is for an Initial Period of (12) Months and will continue on a month to month basis unless otherwise canceled by either party (30) days prior to the next scheduled service month. If service is canceled prior to the end of the initial (12) month period a cancellation fee of 50% of the remaining contract term will be charged to the account. The service is to be rendered in the months as marked above under (Service Months) (Circle One: Q1 Q2 Q3). West Termite & Pest Management will make a minimum of (3) attempts to contact you for service either by mail, email, or phone. After (3) contact attempts the outside of the structure will be treated and a **FULL SERVICE CHARGE WILL BE APPLIED TO THE ACCOUNT.** The option and responsibility to schedule the inside service (if so desired) is the customer's.


Company Representative:

6-30-24
Date:

Customers Signature:



Termite & Pest Management, Inc.
Protecting Your HOME, HEALTH & PEACE OF MIND
2605 S Knoxville Ave., Russellville, AR 72802
(479) 968-5166

PEST CONTROL SERVICE CONTRACT

Billing Information	Service Information
Customer: <u>Russellville School District</u>	Customer: <u>RSD3</u>
Address: <u>3115 W 2nd Street</u>	Address: _____
City: <u>Russellville</u> ST <u>AR</u> ZIP <u>72802</u>	City: <u>Russellville</u> ST <u>AR</u> ZIP <u>72802</u>

Main Phone: _____ Alt. Phone: _____ Work Phone: _____ Email: _____

Service Frequency
☒ Monthly ☐ Bi-Monthly ☐ Quarterly ☐ Other _____

Service Months		
Q1	Q2	Q3
☐ JAN	☐ FEB	☐ MAR
☐ APR	☐ MAY	☐ JUN
☐ JUL	☐ AUG	☐ SEP
☐ OCT	☐ NOV	☐ DEC

Covered Pest		
☐ Roaches	☐ Centipedes	☐ Pantry Pest
☐ House Ants	☐ Millipedes	_____
☐ House Spiders	☐ Crickets	_____
☐ Rats and Mice	☐ Clothes Moths	_____
☐ Silverfish	☐ Indoor Tick & Flea	_____

Note: Brown Recluse and Black Widow Spiders my be added to service contract for an additional charge. Bed Bugs not included.

Service Charges	Special Instructions or Directions
Initial Service Charge \$ 220.50	<u>Gardner</u>
Regular Service Charge \$ 220.50	<u>Gym</u>
Sub-Total Annual Amount \$ 2646.00	<u>Bus Shop</u>
Sales Tax \$ _____	<u>Junior High</u>
5% Discount for YIA \$ _____	<u>London</u>
Amount Less Discount \$ _____	<u>Supportive Services</u>

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[Signature]
Company Representative:

6-30-26
Date:

Customers Signature:



Termite & Pest Management, Inc.
Protecting Your HOME, HEALTH & PEACE OF MIND
2605 S Knoxville Ave., Russellville, AR 72802
(479) 968-5166

PEST CONTROL SERVICE CONTRACT

Billing Information	Service Information
Customer: <u>Russellville School District</u>	Customer: <u>RSD4</u>
Address: <u>3115 W 2nd Street</u>	Address: _____
City: <u>Russellville</u> ST <u>AR</u> ZIP <u>72802</u>	City: <u>Russellville</u> ST <u>AR</u> ZIP <u>72802</u>

Main Phone: _____ Alt. Phone: _____ Work Phone: _____ Email: _____

Service Frequency
☒ Monthly ☐ Bi-Monthly ☐ Quarterly ☐ Other _____

Service Months		
Q1	Q2	Q3
☐ JAN	☐ FEB	☐ MAR
☐ APR	☐ MAY	☐ JUN
☐ JUL	☐ AUG	☐ SEP
☐ OCT	☐ NOV	☐ DEC

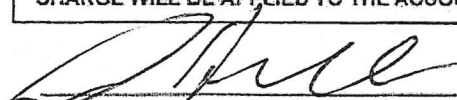
Covered Pest		
☐ Roaches	☐ Centipedes	☐ Pantry Pest
☐ House Ants	☐ Millipedes	_____
☐ House Spiders	☐ Crickets	_____
☐ Rats and Mice	☐ Clothes Moths	_____
☐ Silverfish	☐ Indoor Tick & Flea	_____

Note: Brown Recluse and Black Widow Spiders may be added to service contract for an additional charge. Bed Bugs not included.

Service Charges	Special Instructions or Directions
Initial Service Charge \$ <u>220.50</u>	<u>Oakland Heights</u>
Regular Service Charge \$ <u>220.50</u>	<u>Seqouyah</u>
Sub-Total Annual Amount \$ <u>2646.00</u>	<u>Upper Middle</u>
Sales Tax \$ _____	_____
5% Discount for YIA \$ _____	_____
Amount Less Discount \$ _____	_____

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Company Representative:


Date:

Customers Signature:



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Protecting Your HOME, HEALTH & PEACE OF MIND
2605 S Knoxville Ave., Russellville, AR 72802
(479) 968-5166

PEST CONTROL SERVICE CONTRACT

Billing Information	Service Information
Customer: <u>Russellville School District</u>	Customer: <u>Central Office</u>
Address: <u>3115 W 2nd Street</u>	Address: <u>3115 2nd Ct</u>
City: <u>Russellville</u> ST <u>AR</u> ZIP <u>72802</u>	City: <u>Russellville</u> ST <u>AR</u> ZIP <u>72802</u>

Main Phone: _____ Alt. Phone: _____ Work Phone: _____ Email: _____

Service Frequency
☒ Monthly ☐ Bi-Monthly ☐ Quarterly ☐ Other _____

Service Months		
Q1	Q2	Q3
☐ JAN	☐ FEB	☐ MAR
☐ APR	☐ MAY	☐ JUN
☐ JUL	☐ AUG	☐ SEP
☐ OCT	☐ NOV	☐ DEC

Covered Pest		
☐ Roaches	☐ Centipedes	☐ Pantry Pest
☐ House Ants	☐ Millipedes	_____
☐ House Spiders	☐ Crickets	_____
☐ Rats and Mice	☐ Clothes Moths	_____
☐ Silverfish	☐ Indoor Tick & Flea	_____

Note: Brown Recluse and Black Widow Spiders may be added to service contract for an additional charge. Bed Bugs not included.

Service Charges	Special Instructions or Directions
Initial Service Charge \$ <u>75.00</u>	<u>Central Office</u> _____ _____ _____ _____
Regular Service Charge \$ <u>75.00</u>	
Sub-Total Annual Amount..... \$ <u>900.00</u>	
Sales Tax \$ _____	
5% Discount for YIA..... \$ _____	
Amount Less Discount..... \$ _____	

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Company Representative:

6-30-26

Date:

Customers Signature:



RSD Board of Education Agenda Abstract

Abstracts serve to provide background information regarding agenda items.

Board Meeting Date: July 31, 2026

Item Title: Personnel Action

Responsible Administrator: Brittany Herring

Strategic Plan Priority: Academic Excellence

Background: The RSD Board of Education shall approve all certified and employment recommendations, resignations, transfers and additional stipends.

Recommended Action: To approve all certified and classified employment recommendations, resignations, transfers and additional stipends.

Russellville School District Board of Education
Personnel Recommendations
Called July Meeting

New Hires/Certified	Location	Position	Effective
Holt, Tommy "Jeff"	CO	Deputy Superintendent	8/3/2026

New Hires/Classified	Location	Position	Effective
Sparks, Wendy	COA	Fine Arts Coordinator	9/1/2026

Second Probationary Contracts	Location	Position	Effective
Vulpitta, Marcus	Warehouse	Maintenance	8/11/2026
Gonzalez, Zandrea	Warehouse	Custodian II	8/11/2026
Hunter, Andrea	CO	Clerk	8/11/2026
Goins, Madison	Warehouse	Custodian II	8/11/2026
Loveless, Anastacia	LO	Registrar	8/28/2026

Transfers	From	Position	To	Position	Effective
Smith, Kayla	Special Services	Elementary Designee	District	Special Services Supervisor	8/1/2026
Duvall, Janie	RJHS	OAll	RJHS	OAllI	7/1/2026
Broyles, Darlene	RMS	OAll	RMS	OAllI	7/1/2026
Bradley, Erica	RHS	OAll	RHS	OAllI	7/1/2026
Rydell, Aubrey	RJHS	Teacher	RJHS	Teacher/Coach	7/30/2026