

Princeton Public Schools - ISD 477
Tuesday, September 2, 2014 at 7:00 PM
Regular School Board Meeting
District Office Board Room

OUR VISION
NO BOUNDARIES TO LEARNING

OUR MISSION
TO DEVELOP THE POTENTIAL IN EACH PERSON THROUGH ACADEMIC & EXTRA-CURRICULAR PROGRAMS

PROCEDURAL ITEMS

1. Call to Order and Pledge of Allegiance
2. Roll Call
3. Citizen Comments

REPORTS

1. Committee Reports
2. Superintendent Report

APPROVE AGENDA

3

DISCUSS and ACT on PREVIOUS BOARD MEETING MINUTES

CONSENT AGENDA

The consent agenda consists of non-controversial items that the Board adopts routinely without debate. Any single member may remove an item from consent agenda by requesting removal at the time the consent agenda is moved for adoption. The full text of items approved by consent may be found at the conclusion of the agenda.

1. Personnel 8
2. Open Enrollment 10
3. Fundraiser 14
4. Field Trip Requests 17
5. Gifts 19

DISCUSSION ITEMS

1. MCA Report (Presenter Director of Teaching and Learning) 20
2. Facilities Update 22

ACTION ITEMS

1. Design Contracts and associate fees (Presenter Director of Business Services) 24

Motion: I move that the District enter into two contracts, one with Wold and one with ICS, upon final review by the Districts Attorney.

FUTURE BOARD COMMITTEE MEETINGS

1. Meet and Confer October 1, 2014 at 5:00 p.m Superintendent's Office
2. Finance (Jeremy, Eric, Deb) September 16, 2014, at 5:00 p.m., in the Superintendent's Office

ADDITIONS TO AGENDA

ADJOURN

Call to order and Pledge of Allegiance

The regular meeting of the School Board of District #477 was called to order by Chair Deb Ulm on the **19th day of August, at 7:00 p.m.** in the District Office Board Room.

Roll Call: Members Present: Craig Johnson Jeremy Miller, Eric Minks, Chuck Nagle, Deb Ulm, Howard Vaillancourt, and Chad Young.

Members Absent: None

Others present: Superintendent Julia Espe, the Director of Business Services Michelle Czech, and Director of Teaching and Learning Julie Williams.

Citizen Comments: None

REPORTS

Board committee meeting(s) and School Events each Board member attended.

Howard Vaillancourt: Curriculum Committee meeting, Project Oversight Committee, and Core Project Group meeting.
Eric Minks: Finance Committee meeting.
Jeremy Miller: Finance Committee meeting.
Deb Ulm: Project Oversight Committee, Core Project Group meeting, Agenda meeting, and the Finance Committee meeting.
Chad Young: Oak land Committee Meeting, and the Curriculum Committee meeting.

Superintendent Report:

Today was the first of back to school activities for staff. We held a Data Retreat, and the first of three new teacher workshops. Next, Superintendent Espe invited the board members to attend the August 25th Back to School event at the High School, and expressed and expressed a special thank you to the Glenn MetalCraft Company (Joe Glenn) and Pelco Machine (Randy Pelletier). for offering to provide the startup kits for the Robotics Activity.

APPROVE AGENDA

Motion made by Howard Vaillancourt, and seconded by Craig Johnson, to approve the agenda with the removal of Action Item #7. Motion passed unanimously.

DISCUSS and ACT on PREVIOUS BOARD MEETING MINUTES

Motion by Jeremy Miller, and seconded by Chad Young, to approve the August 5, 2014 Regular Board meeting minutes as presented. Motion passed unanimously.

CONSENT AGENDA

Motion made by Howard Vaillancourt, and seconded by Craig Johnson, **to approve the consent agenda items:** Personnel, Assessment & Special Programs job description, Bills, Wire Transfers, Treasurer's Report, Gifts, Open Enrollments, and Fundraisers. Motion passed unanimously.

ACTION ITEMS

Teachers On Call Services

Motion made by Jeremy Miller, and seconded by Craig Johnson, **to approve the Teachers On Call services for Substitute Teachers to use for one year and evaluate.** Upon roll call the following voted in favor of: Craig Johnson, Jeremy Miller, Eric Minks, Chuck Nagle, Howard Vaillancourt, Deb Ulm, and Chad Young. The following voted against: None. Motion passed unanimously.

Local Optional Revenue

Motion made by Craig Johnson, and seconded by Howard Vaillancourt, **to rescind prior board approved resolution authorizing referendum authority.** Upon roll call the following voted in favor of: Craig Johnson, Jeremy Miller, Eric Minks, Chuck Nagle, Howard Vaillancourt, Deb Ulm, and Chad Young. The following voted against: None. Motion passed unanimously.

Motion made by Craig Johnson, and seconded by Eric Minks, **to approve the new resolution authorizing a new board approved referendum authority.** Upon roll call the following voted in favor of: Craig Johnson, Jeremy Miller, Eric Minks, Chuck Nagle, Howard Vaillancourt, Deb Ulm, and Chad Young. The following voted against: None. Motion passed unanimously.

Senior Citizen Passes

Motion made by Eric Minks, and seconded by Craig Johnson, **to approve a free permanent pass to Senior Citizens that apply for one, for this school year and all future school years.** Motion passed unanimously.

Paraprofessional Union Contract

Motion made by Eric Minks, and seconded by Craig Johnson, **to approve the Paraprofessional Union Contract as presented.** Upon roll call the following voted in favor of: Craig Johnson, Jeremy Miller, Eric Minks, Chuck Nagle, Howard Vaillancourt, Deb Ulm, and Chad Young. The following voted against: None. Motion passed unanimously.

Secretarial Union Contract

Motion made by Eric Minks, and seconded by Craig Johnson, **to approve the Secretarial Union Contract as presented.** Upon roll call the following voted in favor of: Craig Johnson, Jeremy Miller, Eric Minks, Chuck Nagle, Howard Vaillancourt, Deb Ulm, and Chad Young. The following voted against: None. Motion passed unanimously.

Robotics Extra-Curricular Activity

Motion made by Jeremy Miller, and seconded by Chad Young, **to approve the Robotics Extra-Curricular Activity as presented.** Upon roll call the following voted in favor of: Craig Johnson, Jeremy Miller, Eric Minks, Deb Ulm, and Chad Young. The following voted against: Chuck Nagle and Howard Vaillancourt. Motion passed 5:2.

~~Contracts for Design and Construction Services~~ – Removed from the agenda.

PAC Activities Coordinator

Motion made by Eric Minks, and seconded by Jeremy Miller, to approve the PAC Activities Coordinator Job Description and budget as presented. Upon roll call the following voted in favor of: Craig Johnson, Jeremy Miller, Eric Minks, Chuck Nagle, Howard Vaillancourt, Deb Ulm, and Chad Young. The following voted against: None. Motion passed unanimously.

FUTURE BOARD COMMITTEE MEETINGS

Meet & Confer (Jeremy, Craig, Howard) – Three meetings for the year: October, February, and May. First meeting will be on October 1, 2014, at 5:00pm, in the Superintendent Office.

Month of September ONLY:

Finance meets September 16, 2014, at 5:00 pm
Policy will meet on September 2, 2014, 5:30 pm.

Grievance Meeting: August 27, 2014 10:00 a.m. Superintendent Office

ADDITIONS TO AGENDA - None

ADJOURN - The meeting was adjourned at 7:54 p.m.

Chair Deb Ulm

Clerk Eric Minks

Recorder: Bridget Sorensen

Call to order and Pledge of Allegiance

The regular meeting of the School Board of District #477 was called to order by Chair Deb Ulm on the 19th day of August, at 7:00 p.m. in the District Office Board Room. Members Present: Craig Johnson Jeremy Miller, Eric Minks, Chuck Nagle, Deb Ulm, Howard Vaillancourt, and Chad Young. Members Absent: None Others present: Superintendent Julia Espe, the Director of Business Services Michelle Czech, and Director of Teaching and Learning Julie Williams. Citizen Comments: None

Board committee meeting(s) and School Events each Board member attended.

Howard Vaillancourt: Curriculum Committee meeting, Project Oversight Committee, and Core Project Group meeting. Eric Minks: Finance Committee meeting. Jeremy Miller: Finance Committee meeting. Deb Ulm: Project Oversight Committee, Core Project Group meeting, Agenda meeting, and the Finance Committee meeting. Chad Young: Oak land Committee Meeting, and the Curriculum Committee meeting.

Superintendent Report: Today was the first of back to school activities for staff. We held a Data Retreat, and the first of three new teacher workshops. Next, Superintendent Espe invited the board members to attend the August 25th Back to School event at the High School, and expressed a special thank you to the Glenn MetalCraft Company (Joe Glenn) and Pellco Machine (Randy Pelletier). for offering to provide the startup kits for the Robotics Activity.

APPROVE AGENDA Motion made by Howard Vaillancourt, and seconded by Craig Johnson, to approve the agenda with the removal of Action Item #7. Motion passed unanimously.

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CONSENT AGENDA Motion made by Howard Vaillancourt, and seconded Craig Johnson, to approve the consent agenda items: Personnel, Assessment & Special Programs job description, Bills, Wire Transfers, Treasurer's Report, Gifts, Open Enrollments, and Fundraisers. Motion passed unanimously.

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Teachers On Call Services Motion made by Jeremy Miller, and seconded by Craig Johnson, to approve the Teachers On Call services for Substitute Teachers to use for one year and evaluate. Upon roll call the following voted in favor of: Craig Johnson, Jeremy Miller, Eric Minks, Chuck Nagle, Howard Vaillancourt, Deb Ulm, and Chad Young. The following voted against: None. Motion passed unanimously.

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Paraprofessional Union Contract Motion made by Eric Minks, and seconded by Craig Johnson, to approve the Paraprofessional Union Contract as presented. Upon roll call the following voted in favor of: Craig Johnson, Jeremy Miller, Eric Minks, Chuck Nagle, Howard Vaillancourt, Deb Ulm, and Chad Young. The following voted against: None. Motion passed unanimously.

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Jeremy Miller, Eric Minks, Chuck Nagle, Howard Vaillancourt, Deb Ulm, and Chad Young. The following voted against: None. Motion passed unanimously.

Robotics Extra-Curricular Activity Motion made by Jeremy Miller, and seconded by Chad Young, to approve the Robotics Extra-Curricular Activity as presented. Upon roll call the following voted in favor of: Craig Johnson, Jeremy Miller, Eric Minks, Deb Ulm, and Chad Young. The following voted against: Chuck Nagle and Howard Vaillancourt. Motion passed 5:2.

~~Contracts for Design and Construction Services~~—Removed from the agenda.

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FUTURE BOARD COMMITTEE MEETINGS Meet & Confer (Jeremy, Craig, Howard) – Three meetings for the year: October, February, and May. First meeting will be on October 1, 2014, at 5:00pm, in the Superintendent Office. Month of September ONLY: Finance meets September 16, 2014, at 5:00 pm Policy will meet on September 2, 2014, 5:30 pm. Grievance Meeting: August 27, 2014 10:00 a.m. Superintendent Office

ADDITIONS TO AGENDA - None

ADJOURN - The meeting was adjourned at 7:54 p.m.

Chair Deb Ulm

Clerk Eric Minks

Recorder: Bridget Sorensen

Princeton Public Schools, ISD 0477 Board Consent Agenda

	A	B	C	D	E	F	G
1	September 2, 2014						
2	Name	Status	Job Title	Group	Replacing	Effective Date	Wage
3	Anderson, Tonia	Extra Duty	Building Technology Coach	PEA	N/A	8/25/2014	Stipend \$1500.00
4	Arens, Shannon	Extra Duty	Building Technology Coach	PEA	N/A	8/25/2014	Stipend \$1500.00
5	Baird, Brenda	Extra Duty	Building Technology Coach	PEA	N/A	8/25/2014	Stipend \$1500.00
6	Bakker, Kelly	LOA	CE Secretary	Sec	N/A	9/8/2014	N/A
7	Brykovsky, Janet	Extra Duty	Server at SE Breakfast	FS	N/A	9/2/2014	Current Wage
8	Citchy, Karen	New EXC	Middle School Boys Soccer Coach	PEA	Israel Moss	8/1/2014	\$1815.00/Season
9	Clemons, Sara	Change in Assignment	HS PE Teacher	PEA	Eric Bjurman	8/25/2014	36295 (BA Step 1)
10	Clifton, John	Extra Duty	Building Technology Coach	PEA	N/A	8/25/2014	Stipend \$1500.00
11	Cook, Nicole	Extra Duty	Building Technology Coach	PEA	N/A	8/25/2014	Stipend \$1500.00
12	Dahl, Melissa	Resignation	Title One Math Tutor - NE	PEA	N/A	2014-15 School Year	N/A
13	DeMars, Heather	Extra Duty	Building Technology Coach	PEA	N/A	8/25/2014	Stipend \$1500.00
14	Eastwood, Alissa	New Assignment	Special Ed Para - Middle School	Para	Pam Ludwig	8/25/2014	\$13.50/hr
15	Franson, Erin	Extra Duty	Building Technology Coach	PEA	N/A	8/25/2014	Stipend \$1500.00
16	Gadacz, Brianna	Extra Duty	Building Technology Coach	PEA	N/A	8/25/2014	Stipend \$1500.00
17	Gaedy, Maxwell	New	Assist. Groundskeeper/Route Driver	Custodial	Craig Chapman	9/3/2014	\$14.38/hr
18	Greenwood, Dianne	Change in Assignment	GT/ELL Teacher (.8GT/.2ELL)	PEA	N/A	7/1/2014	\$58,984
19	Grose, Brad	Change in Location	HS Industrial Technology Teacher	PEA	Mark Hayes	8/8/2014	Current Wage
20	Grose, Jennifer	LOA	SpEd Teacher - Middle School	PEA	N/A	8/25/2014	N/A
21	Hoskins, Brianna	New	CE Tiger Club Lead Preschool	Para	N/A	8/25/2014	\$14.25/hr
22	Johnson, Matthew	New	Special Ed Para - Middle School	Para	Cheryl Steinbrecher	8/25/2014	\$13.50/hr
23	Ludwig, Pam	Resignation	Para - Middle School	Para	N/A	8/25/2014	N/A
24	Nelson, Mitch	LTS	EBD SpEd Teacher - Middle School	PEA	Jen Gross	8/25/2014	\$197.26/day for approx. 27 days
25	Noard, Laura	Resignation	Special Ed Para - High School	Para	N/A	8/18/2014	N/A
26	Ostlund, Kristi	New	Title One Lead Teacher - NE	PEA	Becky Bratulich	8/14/14-6/4/15	\$36,295 (BA Step1)
27	Pearson, Amanda	New	CE Tiger Club Lead Preschool	Para	N/A	8/25/2014	\$13.05/hr
28	Ringey, Kyle	New	MS Football Coach	PEA	Andy Fenske	8/21/2014	\$1,815.00
29	Rose, Alison	LOA	Math Teach - PHS	PEA	N/A	12/23/2014	N/A
30	Rossow, Dana	Discharged	HS Special Ed Teacher	PEA	N/A	8/28/2014	N/A
31	Rudlong, Michelle	New	Playground Para - NE	Para	Emilee Johnson	9/14/2014	\$12.62/hr
32	Ryan, Erin	Extra Duty	Building Technology Coach	PEA	N/A	8/25/2014	Stipend \$1500.00
33	Scott, Pam	Change in Assignment	Special Ed Para from .5 to 1.0 - High School	Para	Israel Moss	8/21/2014	\$13.50/hr
34	Staffki, Amy	Sub Floater	Tiger Club Sub Floater - SE and D.O.	CE	N/A	9/2/2014	\$10.75/hr
35	Sylvester, Katherine	Overload	FACS Teacher Tri 3 - High School	PEA	N/A	3/5/14-6/5/14	Current Wage
36	Wallace, Cori	New	Special Ed Para - High School	Para	Laura Wood	8/21/2014	\$13.50/hr
37	Weems, Kevin	Extra Duty	Building Technology Coach	PEA	N/A	8/25/2014	Stipend \$1500.00
38	Weems, Kevin	Overload	Applied Chemistry Teacher (2 sections) - High School	PEA	N/A	8/25/2014	Increase of .2 FTE
39	Wright, Melissa	New	Server at High School for Breakfast	FS	Kristin Abraham	9/2/2014	\$10.76/hr

Princeton Public Schools, ISD 0477 Board Consent Agenda

	A	B	C	D	E	F	G
40	Zimmer, Jules	Extra Duty	Boys Soccer Assist. Coach - HS	PEA	N/A	8/18/2014	\$2,821.00

Open Enrolled Students (Out/In) as of September 2, 2014 that need Board Approval

OE In/Out	Effective	Resident Dist.	Serving Dist.	Grade	Reason
IN	9/2/2014	Big Lake	Princeton	11	Moved out and wish to stay with Princeton
IN	9/2/2014	Big Lake	Princeton	9	Moved out and wish to stay with Princeton

The following is information for Board Members - Open Enrollments that do not require board approval

IN	9/2/2014	Milaca	Princeton	1	Lives closer to Princeton - shorter bus ride
IN	9/2/2014	Milaca	Princeton	5	Lives closer to Princeton - shorter bus ride
IN	9/2/2014	Milaca	Princeton	9	Lives closer to Princeton - shorter bus ride
IN	9/2/2014	Elk River	Princeton	6	Moved to ER Distr. Wish to stay in Princeton
Out	9/2/2014	Princeton	Milaca	7	More familiar with Milaca and siblings attend
Out	9/2/2014	Princeton	Elk River	K	Moving to Elk River
Out	9/2/2014	Princeton	Elk River	3	Moving to Elk River
Out	9/2/2014	Princeton	Elk River	4	Survey has not been returned as of this board meeting date.
Out	9/2/14	Princeton	Milaca	5, 7, 9, 3	Moving to Milaca

FUNDRAISING APPROVAL FORM

Date of fundraiser: <i>12/2014</i>		Projected profit: <i>\$8,000</i>	Amount earned:	
Group or organization proposing the fundraiser: <i>PHS Choirs</i>			Item(s) being sold: <i>Madrigal Dinner</i>	
Company/organization supplying items to be sold: <i>N/A</i>				
The money raised will be used for: <i>Future Touring</i>				
<p>The school board recognizes a desire and a need for fundraising to support district programs or student activities. The school board also recognizes a need for some constraint to prevent fundraising activities from becoming too numerous and overly demanding on employees, students, and the general public.</p> <p>Pupils may engage in raising funds, under the control of the school, for certain approved activities and for a limited number of charities, subject to the following conditions:</p>			<p>Place a checkmark beside each box to indicate whether the criteria for fundraising are met.</p>	
			Yes	No
1.	Individual student participation is optional. Students will not be pressured to sell products or solicit funds and will not be required to meet a sales quota to participate in an activity or field trip.		<input checked="" type="checkbox"/>	
2.	The charity involved has been selected by the student body as one in which they wish to participate (if applicable).		<i>N/A</i>	
3.	Addressed envelopes are available to people who prefer to donate directly rather than purchase a product.		<input checked="" type="checkbox"/>	
4.	The raising of funds shall not be done during normal class time. Students will be informed that they are not to fundraise during class time.		<input checked="" type="checkbox"/>	
5.	Information is going home with the students to the parents explaining the district's fundraising policy.		<input checked="" type="checkbox"/>	
6.	I have discussed this fundraiser with the administrator and have identified the purpose of the fundraiser.		<input checked="" type="checkbox"/>	
7.	The students participating in the fundraiser have been informed that they are representing the school, the student organization and the community in a responsible manner. All rules pertaining to student conduct and discipline extend to student fundraising activities.		<input checked="" type="checkbox"/>	
8.	Door-to-door sales are discouraged, but if approved, students may be allowed to sell door-to-door according to the following standards: <ul style="list-style-type: none"> • K-8: Only allowed if a parent or guardian is with the student • 9-12: Groups of two or more students working together. 		<i>N/A</i>	
I have reviewed Policy #511 Fundraising and agree to its provisions:				
Date: <i>8/15/14</i>		Teacher/Sponsor Signature: <i>[Signature]</i>		
As administrator, I understand that approval of this fundraiser means that all provisions of the above policy have been complied with to my satisfaction. <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> NOT APPROVED				
Date: <i>8-21-14</i>		Administrator Signature: <i>[Signature]</i>		
Date: <i>8.25.14</i>		Superintendent Signature: <i>[Signature]</i>		
Date:		School Board Chair Signature:		

FUNDRAISING APPROVAL FORM

Date of fundraiser: <i>Feb 2015</i>		Projected profit: <i>\$1000</i>	Amount earned:	
Group or organization proposing the fundraiser: <i>PHS Choirs</i>			Item(s) being sold: <i>Jazz + B'way</i>	
Company/organization supplying items to be sold: <i>N/A</i>				
The money raised will be used for: <i>Future Tours</i>				
The school board recognizes a desire and a need for fundraising to support district programs or student activities. The school board also recognizes a need for some constraint to prevent fundraising activities from becoming too numerous and overly demanding on employees, students, and the general public.			Place a checkmark beside each box to indicate whether the criteria for fundraising are met.	
Pupils may engage in raising funds, under the control of the school, for certain approved activities and for a limited number of charities, subject to the following conditions:				
			Yes	No
1.	Individual student participation is optional. Students will not be pressured to sell products or solicit funds and will not be required to meet a sales quota to participate in an activity or field trip.		<input checked="" type="checkbox"/>	
2.	The charity involved has been selected by the student body as one in which they wish to participate (if applicable).		<i>N/A</i>	
3.	Addressed envelopes are available to people who prefer to donate directly rather than purchase a product.		<input checked="" type="checkbox"/>	
4.	The raising of funds shall not be done during normal class time. Students will be informed that they are not to fundraise during class time.		<input checked="" type="checkbox"/>	
5.	Information is going home with the students to the parents explaining the district's fundraising policy.		<input checked="" type="checkbox"/>	
6.	I have discussed this fundraiser with the administrator and have identified the purpose of the fundraiser.		<input checked="" type="checkbox"/>	
7.	The students participating in the fundraiser have been informed that they are representing the school, the student organization and the community in a responsible manner. All rules pertaining to student conduct and discipline extend to student fundraising activities.		<input checked="" type="checkbox"/>	
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I have reviewed Policy #511 Fundraising and agree to its provisions:				
Date: <i>8/15/14</i>		Teacher/Sponsor Signature: <i>[Signature]</i>		
As administrator, I understand that approval of this fundraiser means that all provisions of the above policy have been complied with to my satisfaction. <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> NOT APPROVED				
Date: <i>8-21-14</i>		Administrator Signature: <i>[Signature]</i>		
Date: <i>8.25.14</i>		Superintendent Signature: <i>[Signature]</i>		
Date:		School Board Chair Signature:		

FUNDRAISING APPROVAL FORM

Date of fundraiser: <u>Acad. Year 2014-2015</u>		Projected profit: <u>\$ 5000</u>	Amount earned:	
Group or organization proposing the fundraiser: <u>PHS Chorus</u>			Item(s) being sold: <u>Patron Drive</u>	
Company/organization supplying items to be sold: <u>N/A</u>				
The money raised will be used for: <u>Future Travel Programs</u> <i>(earned recognition)</i>				
The school board recognizes a desire and a need for fundraising to support district programs or student activities. The school board also recognizes a need for some constraint to prevent fundraising activities from becoming too numerous and overly demanding on employees, students, and the general public.			Place a checkmark beside each box to indicate whether the criteria for fundraising are met.	
Pupils may engage in raising funds, under the control of the school, for certain approved activities and for a limited number of charities, subject to the following conditions:				
			Yes	No
1.	Individual student participation is optional. Students will not be pressured to sell products or solicit funds and will not be required to meet a sales quota to participate in an activity or field trip.		<input checked="" type="checkbox"/>	
2.	The charity involved has been selected by the student body as one in which they wish to participate (if applicable).		<u>N/A</u>	
3.	Addressed envelopes are available to people who prefer to donate directly rather than purchase a product.		<input checked="" type="checkbox"/>	
4.	The raising of funds shall not be done during normal class time. Students will be informed that they are not to fundraise during class time.		<input checked="" type="checkbox"/>	
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I have reviewed Policy #511 Fundraising and agree to its provisions:				
Date: <u>8/14/14</u>		Teacher/Sponsor Signature: <u>[Signature]</u>		
As administrator, I understand that approval of this fundraiser means that all provisions of the above policy have been complied with to my satisfaction. <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> NOT APPROVED				
Date: <u>8-21-14</u>		Administrator Signature: <u>[Signature]</u>		
Date: <u>8.25.14</u>		Superintendent Signature: <u>[Signature]</u>		
Date:		School Board Chair Signature:		

FIELD TRIP REQUEST

This request must be completed for any proposed student trip defined as a Field Trip (instructional, supplemental or extended), as described in School Board Policy 610, Field Trips. We ask that this request form be completed and submitted to the building principal. Extended field trips require itinerary to be attached.

Date: <u>NOV. 12 -14, 2014</u>	Building: <u>HS</u>
Teacher/Advisor: <u>Sarah Durch</u>	Group/Class: <u>Girls' Swim & Dive</u>
Number of Students: <u>10</u>	Number of Advisors: <u>3</u>
Destination: <u>U of M, Minneapolis, MN</u>	Total Miles: <u>60 miles</u>
Departure Date / Time: <u>NOV. 12, 2014 / 8:15am</u>	Return Date / Time: <u>NOV. 14, 2014 / 2pm</u>
School Days Missed: <u>2</u>	Non-School Days Missed: <u>1</u>
Transportation Method: <u>School Van / BUS</u>	
Estimated Cost:	
Mileage (round trip): _____	
Meals: _____	
Lodging: <u>State Tourney if met</u>	
Insurance: _____	
Registration: <u>Requirement</u>	
Substitute Teacher: _____	
Misc.: _____	
TOTAL COST: <u>*STBD upon # of entered swimmers/divers</u>	
How will the trip be funded? <u>Girls' Swim & Dive State Swim & Dive Championship Meet funded by activities</u>	

Approved Disapproved *Dawn Kralc* Date 8/14/14
Activities Director Signature

Approved Disapproved *Bob Muck* Date 8/15/14
Principal's Signature

For extended field trips, these additional signatures are required:

Approved Disapproved *Julia Espe* Date 8/25/14
Superintendent's Signature

Approved Disapproved _____ Date _____
School Board Chairperson

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Date: <u>NOV. 7 - 8, 2014</u>	Building: <u>HS</u>
Teacher/Advisor: <u>Sarah Purch</u>	Group/Class: <u>GIRLS' SWIM & DIVE</u>
Number of Students: <u>20</u>	Number of Advisors: <u>3</u>
Destination: <u>DULUTH, MN</u>	Total Miles: <u>230 miles</u>
Departure Date / Time: <u>NOV. 7, 2014 / 9am</u>	Return Date / Time: <u>NOV. 8, 2014 / 9pm</u>
School Days Missed: <u>1</u>	Non-School Days Missed: <u>1</u>
Transportation Method: <u>SCHOOL BUS</u>	
Estimated Cost: <u>ATSD - Based on Entrants</u>	
Mileage (round trip): _____	
Meals: _____	
Lodging: _____	
Insurance: <u>Region</u>	
Registration: <u>Tourney if meet requirement</u>	
Substitute Teacher: _____	
Misc.: _____	
TOTAL COST: <u>Activities</u>	
How will the trip be funded? <u>GIRLS' SWIM & DIVE SECTIONS SWIM & DIVE CHAMPIONSHIP MEET FUNDED BY ACTIVITIES</u>	

Approved Disapproved *[Signature]* Date 8/14/14
Activities Director Signature

Approved Disapproved *[Signature]* Date 8-15-14
Principal's Signature

For extended field trips, these additional signatures are required:

Approved Disapproved *[Signature]* Date 8.26.14
Superintendent's Signature

Approved Disapproved _____ Date _____
School Board Chairperson

Gifts to Princeton Schools

(September 2, 2014)

School/Program	Amount/Item	Donor	Purpose
All Students	School Supplies	Fairview Northland, Legion Aux., Princeton Tops, Michelle Schroeder, Anonymous, Bremer Bank	For students to utilize.

Princeton Public Schools Sees an Increase in MCA Scores

By Julie Williams, Director of Teaching and Learning

The Minnesota Department of Education released the 2014 results for the Minnesota Comprehensive Assessments on 8/26/14. The Minnesota Comprehensive Assessments-Series III (MCA-III's) is the state test that helps districts measure student progress toward Minnesota's academic standards and meet the requirements of No Child Left Behind. Reading and mathematics tests are given in grades 3-8, 10 and 11. It is difficult to look at trend data when looking at past MCA scores in Math and Reading as there has been a change in the administration in math and a newer, more rigorous test in reading based on new state standards.

The MCA-III is the latest version of the Reading test that the Minnesota Department of Education revised in 2013. The test is based on new Minnesota standards and reflects higher test complexity making the test more rigorous than in past years. When compared to 2013, Princeton Public Schools has seen an increase from 55.0% to 57.7% in 2014. Although lower than the state average of 58.8% for reading, the district had a larger increase, 2.7%, than the statewide results, where there was an improvement of 1.2% from 2013 to 2014.

The MCA-III math test has been the same test given for the last 4 years. When compared to 2013, Princeton Public Schools has seen an increase from 54.1% to 56.2%. Although lower than the state average of 60.5%, the district had a larger increase, 2.1%, than the statewide results, only improving 0.3% from 2013 to 2014.

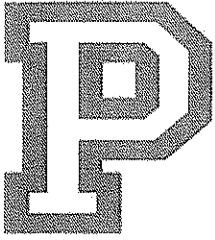
Students are also tested in the area of Science in grades 5, 8 and once in HS. This test was revised in 2012 when new standards were implemented in science. When compared to 2013, Princeton Public Schools has seen an increase from 59.9% to 61.6%. Princeton is above the statewide proficiency of 53.4%.

New this year, state legislative requirements state that all 8th grade students will be required to take the EXPLORE test and 10th grade students will take the PLAN test. Princeton students have all been taking these tests previously, and so this will not be a new test for our students. These are college placement diagnostic tests that our district was already having students take. Also, in grade 11, all students will be expected to take the ACT plus Writing test. This will take place as a statewide test administration on April 28, 2015 at no cost to the students. Princeton is also a testing site for the ACT test, so students who wish to pre-take or re-take the test are able to do so by registering thru <http://www.actstudent.org/> and choosing Princeton as the site option.

Princeton Public Schools is committed to implementing a district improvement plan that reduces the achievement gap of our students when compared to statewide averages. Also, staff at each site are

committed to plans to identify and implement instructional strategies that raise the proficiency and increase growth in all student groups.

There are many factors to take into consideration when looking at MCA data. Tests have changed over the years creating difficulty in comparing data. The test scores provide data that is valuable to the district for planning, but also keeping in mind that student progress shouldn't be gauged by these tests alone. Staff use other formal and informal assessments throughout the school year to identify student's strengths and areas for growth, which helps drive instructional goals.



Monthly Project Status Report

Date: 9-2-14

Project: Princeton Bond Referendum Projects

A. Notable Activities this Period:

Planning & Design:

1. A CPG meeting was held on 8-8-14. Major topics included security and lockdown considerations at the elementary school facility, locations for various support spaces (i.e., conference rooms, staff work rooms, toilet rooms, etc.). 21st century learning concepts were also discussed to determine how various concepts might be incorporated.
2. A CPG meeting was held on 8-20-14. Updated floor plans were reviewed. Additional 21st century learning concepts were reviewed.
3. User groups will begin in September for the elementary and High School projects.
4. Additional study regarding current bus and parent pick-up and drop-off procedures will be completed by the project team in order to arrive at the best design approach for the new facility.
5. The City of Princeton (WSB) is currently working to analyze traffic count data that was recorded last spring.

Construction:

1. Site surveys are anticipated to be completed and received on 9-2-14 or 9-3-14 from Clark Engineering.
2. Initial State plan review applications have been submitted.
3. Soil borings report is anticipated to be received this week.

B. Activities Planned for Next Period:

Planning & Design:

1. User group and conceptual design work will begin for the High School improvements in September.
2. User groups for the elementary School project design will begin in September.

3. Civil engineering work will commence as soon as possible for the elementary school site.
4. CPG meetings will continue into the school year to review design work and user group input.

Construction:

1. A meeting has been scheduled with the City of Princeton to continue coordination efforts associated with the new elementary facility for 9-11-14.
2. POC meetings will continue on an on-going basis into the school year to review on-going design and project progress.

C. Budget Status:

1. All items awarded and/or proposed to date are within their respective scheduled budgets per the overall budget summary.

D. Schedule Status:

1. Project Design schedules have been completed and progress remains on track with defined milestone dates.
2. Civil engineering and preliminary design work for the elementary school project needs to be expedited to maintain milestone dates.

E. Critical Issues: No issues to report.

(End of Report)

COSTS ASSOCIATED WITH BUILDING CONTRACTS							
		Base Contract		% of Bond			
ICS	Lump Sum Contract	\$662,000.00	Reimbursables to be billed in addition	2.21%			
Wold	Structual/Civil Internal	\$1,544,250.00	Reimbursables to be billed in addition	5.16%			
Wold	Structual/Civil Clark	\$1,567,604.00	Reimbursables to be billed in addition	(Assumption that Clarks rate would remain the same)			
Total Bond	\$29,955,000.00						

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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Tenth day of June in the year Two Thousand Fourteen.
(In words, indicate day, month and year.)

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

Princeton Public Schools
Independent School District #477
706 First Street
Princeton, Minnesota 55371

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

Wold Architects and Engineers
305 St. Peter Street
Saint Paul, Minnesota 55102
Telephone Number: 651-227-7773
Fax Number: 651-223-5646

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

Basic Contract Agreement for High School Additions and Renovations, New K-2
Elementary, and current and future projects agreed upon in writing by both parties.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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TABLE OF ARTICLES

1 INITIAL INFORMATION
2 ARCHITECT'S RESPONSIBILITIES
3 SCOPE OF ARCHITECT'S BASIC SERVICES
4 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

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

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

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

To be negotiated by separate fee letter.

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

.1 Commencement of construction date:

TBD

.2 Substantial Completion date:

TBD

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
\$1,000,000 per claim/\$2,000,000 aggregate
- .2 Automobile Liability
\$1,000,000 per occurrence
- .3 Workers' Compensation
Statutory
- .4 Professional Liability
\$1,000,000 per claim/\$2,000,000 aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services, civil engineer, cost estimating, food service, pool, theater, acoustical, landscaping, consultant will be hired by Architect as services are required as part of Basic Services.. Services not set forth in this Article 3 are Additional Services.

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to reasonably rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches if requested by Owner. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

§ 3.2.5.1 The Architect shall consider, if requested by the Owner, environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

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

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

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

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

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such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

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

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

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

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. The Architect shall after consultation with the Owner be primarily responsible for the preparation of the necessary bidding information and bidding forms. The Architect shall also assist the owner in the preparation of the General Conditions of the Contract for Construction, and form of agreement between the Owner and Contractor. All bidding documents and contractual agreements shall be in compliance with the requirements of Minnesota's public bidding and contracting law as those laws apply to public entities.

§ 3.4.6 The Architect shall work with the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall have the primary responsibility to complete the required documents and ensure that they are properly filed on behalf of the Owner. The Architect shall observe those applicable laws, statutes, ordinances, codes, rules and regulations in force and publically announced as of the date of this agreement or as of the date of subsequent compensation amendments whichever is the latter.

§ 3.4.7 Owner understands that relatively few guidelines are available with respect to compliance with Americans with Disabilities Act (ADA). Architect is aware of developments in this field, including ADA guidelines that are incorporated in the building code, and legal decisions, but cannot guarantee or warrant that Architect's opinion of appropriate compliance measures will be found valid.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

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

§ 3.5.2 COMPETITIVE BIDDING

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

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

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders, if requested by Owner;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

§ 3.5.3 NEGOTIATED PROPOSALS

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

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

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.5.3.4 In the event the lowest bid (or bids) exceeds the budget for the Project, the Architect, in consultation with and at the direction of the Owner, shall provide such modifications in the Contract Documents as necessary to bring the cost of the Project within the budget, unless Owner directs the Architect to bid a project estimated over budget.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates At the end of the one year contractor's construction warranty period.

§ 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 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and

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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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 If during site visits described in 3.6.2.1 the Architect observes or becomes aware of work that does not conform to the Contract Documents, the Architect shall reject the Work. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

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

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

§ 3.6.4 SUBMITTALS

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

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

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for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 PROJECT COMPLETION

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

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

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional 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.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Basic Services	
§ 4.1.2 Multiple preliminary designs	N/P	
§ 4.1.3 Measured drawings	Owner	
§ 4.1.4 Existing facilities surveys	Owner	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Basic Services	
§ 4.1.6 Building information modeling	N/P	
§ 4.1.7 Civil engineering	Basic Services	
§ 4.1.8 Landscape design	Basic Services	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Basic Services	
§ 4.1.10 Value Analysis (B204™-2007)	N/P	
§ 4.1.11 Detailed cost estimating	Basic Services	
§ 4.1.12 On-site project representation	N/P	
§ 4.1.13 Conformed construction documents	N/P	
§ 4.1.14 As-Designed Record drawings	N/P	
§ 4.1.15 As-Constructed Record drawings	N/P	
§ 4.1.16 Post occupancy evaluation	N/P	
§ 4.1.17 Facility Support Services (B210™-2007)	N/P	
§ 4.1.18 Tenant-related services	N/P	
§ 4.1.19 Coordination of Owner's consultants	Architect	See 4.2
§ 4.1.20 Telecommunications/data design	N/P	See 4.2
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	N/P	
§ 4.1.22 Commissioning (B211™-2007)	N/P	
§ 4.1.23 Extensive environmentally responsible design	N/P	
§ 4.1.24 LEED® Certification (B214™-2007)	N/P	
§ 4.1.25 Fast-track design services	N/P	
§ 4.1.26 Historic Preservation (B205™-2007)	N/P	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	N/P	See 4.2

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

Architect will coordinate efforts of Engineering services hired directly by Owner as they relate to structural and civil engineering for the contracted work. For telecommunications and data design Architect will provide typical infrastructure for building, but will not be responsible for design and acquisition of any phone systems, computers or similar equipment to be utilized in building. Architect will provide basic layouts for furniture, fixtures and equipment as a result of information gathered during design process. This is not intended to be a comprehensive list of FF&E needs, but rather a design concept of how FF&E might be used in the design of the space.

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§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization. If the Architect fails to receive written authorization they are not entitled to compensation for said services.

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

(Paragraphs deleted)

§ 4.3.4 If the services covered by this Agreement have not been completed within () 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

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10

Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

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

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

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The 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 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 maintain professional liability insurance as appropriate to the services provided.

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

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner's obligation to furnish legal services does not require the Owner to defend or indemnify the Architect or the Architect's alleged wrongful or negligent acts.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. However, failure to provide such notice does not relieve the Architect from its obligations under this Agreement.

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect 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

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12

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 Upon execution of this Agreement, 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, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service 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 The Owner may utilize the Instruments of Service to complete the project if it terminate this Agreement under Section 9.5 hereof. In the event the Owner uses the Instruments of Service, however, without retaining the author 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 except to the extent the claim and/or cause of action relates to Architect's alleged negligent or wrongful acts. 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.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law. 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 A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner shall not waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. In no event shall either the Architect or Owner be responsible for consequential damages that do not result from their negligent or wrongful conduct.

§ 8.2 MEDIATION

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed

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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.

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

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

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

Litigation in a court of competent jurisdiction

Other (Specify)

(Paragraphs deleted)

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 No mediation or legal action arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to mediation or legal action involving an additional person or entity shall not constitute consent to mediation or legal action of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to mediate and other agreements to mediate 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.

(Paragraphs deleted)

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 thirty 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 Architect shall be paid 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 This Agreement may be terminated by the Owner upon seven (7) days written notice to Architect in its sole discretion. The Architect may terminate this Agreement only in the event of substantial non-performance by the Owner. In the event the Architect proposes to terminate this Agreement, the Architect shall notify the Owner in

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(863120244)

14

writing stating with specificity the alleged non-performance and further stating that the proposed termination shall be effective if the non-performance remains uncorrected for a period not less than 15 days following said notice.

§ 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 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

(Paragraph deleted)

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

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

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

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

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

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

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party, subject to the requirements of the Minnesota Data Practices Act, shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

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ARTICLE 11 COMPENSATION

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

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

- A. Format for Fixed Fees Assigned to Specific Projects:
 - *New Building: 6% x Construction Cost Estimate
 - *Simple Additions: 7% x Construction Cost Estimate
 - *Additions with Remodeling: 7.5% x Construction Cost Estimate
 - *Remodeling: 7.5% x Construction Cost Estimate
 - * "Gut" Job Renovations: 8.5% x Construction Cost Estimate
- *School Facility Commissioning by Separate Contract
- B. Furnish and Equipment Services (if requested)
Fixed Fee Based on 6% of the Furnishings Cost Documented by Wold
- C. New Elementary School Fixed Fee \$1,180,500
High School Additions and Renovations Fixed Fee \$363,750

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

1.25 x (salary plus overhead)

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

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

1.25 x (salary plus overhead)

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect times 1.25.

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

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	forty	percent (	40	%)
Bidding or Negotiation Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

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

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

Employee or Category	Rate
----------------------	------

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- .1 mileage based on Federal rates in connection with the project and Owner requested out-of-state travel;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project, including government agency review and permit fees;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- (Paragraph deleted)
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses related to mileage the compensation shall be the expenses incurred by the Architect and the Architect's consultants and shall be billed at expense plus 50% of expenses incurred. All other reimbursable expenses shall be billed at actual cost to Architect plus zero percent (0 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 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.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) 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.)

Local rate of interest as set by Minnesota Statute Section 549.09.

§ 11.10.3 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.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

§ 12.1 The Architect shall maintain its records in a manner that is consistent with Minn. Stat. Ch. 13, The Minnesota Data Practices Act

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

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

OWNER

ARCHITECT

(Signature)

(Signature)

Vaughn Dierks // AIA

Partner

(Printed name and title)

(Printed name and title)

Init.

Additions and Deletions Report for AIA[®] Document B101[™] – 2007

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:33:45 on 09/02/2014.

PAGE 1

AGREEMENT made as of the Tenth day of June in the year Two Thousand Fourteen.

...

Princeton Public Schools
Independent School District #477
706 First Street
Princeton, Minnesota 55371

...

Wold Architects and Engineers
305 St. Peter Street
Saint Paul, Minnesota 55102
Telephone Number: 651-227-7773
Fax Number: 651-223-5646

...

Basic Contract Agreement for High School Additions and Renovations, New K-2 Elementary, and current and future projects agreed upon in writing by both parties.

PAGE 2

To be negotiated by separate fee letter.

...

TBD

...

TBD

PAGE 3

\$1,000,000 per claim/\$2,000,000 aggregate

...

\$1,000,000 per occurrence

...

Statutory

...

\$1,000,000 per claim/\$2,000,000 aggregate

...

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering ~~services-~~services, civil engineer, cost estimating, food service, pool, theater, acoustical, landscaping, consultant will be hired by Architect as services are required as part of Basic Services. Services not set forth in this Article 3 are Additional Services.

...

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to reasonably rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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

PAGE 4

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design ~~approaches-~~approaches if requested by Owner. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

...

§ 3.2.5.1 The Architect shall ~~consider-~~consider, if requested by the Owner, environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

PAGE 5

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

...

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. The Architect shall after consultation with the Owner be primarily responsible for the preparation of the necessary bidding information and bidding forms. The Architect shall also assist the owner in the preparation of the General Conditions of the Contract for Construction, and form of agreement between the Owner and Contractor. All bidding

documents and contractual agreements shall be in compliance with the requirements of Minnesota's public bidding and contracting law as those laws apply to public entities.

§ 3.4.6 The Architect shall work with the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall have the primary responsibility to complete the required documents and ensure that they are properly filed on behalf of the Owner. The Architect shall observe those applicable laws, statutes, ordinances, codes, rules and regulations in force and publically announced as of the date of this agreement or as of the date of subsequent compensation amendments whichever is the latter.

§ 3.4.7 Owner understands that relatively few guidelines are available with respect to compliance with Americans with Disabilities Act (ADA). Architect is aware of developments in this field, including ADA guidelines that are incorporated in the building code, and legal decisions, but cannot guarantee or warrant that Architect's opinion of appropriate compliance measures will be found valid.

PAGE 6

.3 organizing and conducting a pre-bid conference for prospective bidders; bidders, if requested by Owner;

...

§ 3.5.3.4 In the event the lowest bid (or bids) exceeds the budget for the Project, the Architect, in consultation with and at the direction of the Owner, shall provide such modifications in the Contract Documents as necessary to bring the cost of the Project within the budget, unless Owner directs the Architect to bid a project estimated over budget.

...

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. At the end of the one year contractor's construction warranty period.

PAGE 7

§ 3.6.2.2 The Architect has the authority to reject Work. If during site visits described in 3.6.2.1 the Architect observes or becomes aware of work that does not conform to the Contract Documents- Documents, the Architect shall reject the Work. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

PAGE 9

§ 4.1.1	Programming (B202™-2009)	Basic Services	
§ 4.1.2	Multiple preliminary designs	N/P	
§ 4.1.3	Measured drawings	Owner	
§ 4.1.4	Existing facilities surveys	Owner	
§ 4.1.5	Site Evaluation and Planning (B203™-2007)	Basic Services	
§ 4.1.6	Building Information Modeling (E202™-2008) information modeling	N/P	
§ 4.1.7	Civil engineering	Basic Services	
§ 4.1.8	Landscape design	Basic Services	
§ 4.1.9	Architectural Interior Design (B252™-2007)	Basic Services	
§ 4.1.10	Value Analysis (B204™-2007)	N/P	

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§ 4.1.11	Detailed cost estimating	Basic Services	
§ 4.1.12	On-site Project Representation (B207™-2008)project representation	N/P	
§ 4.1.13	Conformed construction documents	N/P	
§ 4.1.14	As-Designed Record drawings	N/P	
§ 4.1.15	As-Constructed Record drawings	N/P	
§ 4.1.16	Post occupancy evaluation	N/P	
§ 4.1.17	Facility Support Services (B210™-2007)	N/P	
§ 4.1.18	Tenant-related services	N/P	
§ 4.1.19	Coordination of Owner's consultants	Architect	See 4.2
§ 4.1.20	Telecommunications/data design	N/P	See 4.2
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	N/P	
§ 4.1.22	Commissioning (B211™-2007)	N/P	
§ 4.1.23	Extensive environmentally responsible design	N/P	
§ 4.1.24	LEED® Certification (B214™-2012)(B214™-2007)	N/P	
§ 4.1.25	Fast-track design services	N/P	
§ 4.1.26	Historic Preservation (B205™-2007)	N/P	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	N/P	See 4.2

...

Architect will coordinate efforts of Engineering services hired directly by Owner as they relate to structural and civil engineering for the contracted work. For telecommunications and data design Architect will provide typical infrastructure for building, but will not be responsible for design and acquisition of any phone systems, computers or similar equipment to be utilized in building. Architect will provide basic layouts for furniture, fixtures and equipment as a result of information gathered during design process. This is not intended to be a comprehensive list of FF&E needs, but rather a design concept of how FF&E might be used in the design of the space.

PAGE 10

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization: authorization. If the Architect fails to receive written authorization they are not entitled to compensation for said services.

...

§ 4.3.3 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 () reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 () visits to the site by the Architect over the duration of the Project during construction
- .3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 () inspections for any portion of the Work to determine final completion

PAGE 11

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

furnish legal services does not require the Owner to defend or indemnify the Architect or the Architect's alleged wrongful or negligent acts.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. However, failure to provide such notice does not relieve the Architect from its obligations under this Agreement.

PAGE 12

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

PAGE 13

§ 7.3.1 The Owner may utilize the Instruments of Service to complete the project if it terminate this Agreement under Section 9.5 hereof. In the event the Owner uses the Instruments of Service, however, without retaining the author 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 except to the extent the claim and/or cause of action relates to Architect's alleged negligent or wrongful acts. 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.

...

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

...

§ 8.1.3 The Architect and Owner shall not 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. In no event shall either the Architect or Owner be responsible for consequential damages that do not result from their negligent or wrongful conduct.

...

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

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation 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.

§ 8.3.4.1 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). No mediation or legal action arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to mediation or legal action involving an additional person or entity shall not constitute consent to mediation or legal action of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to mediate and other agreements to mediate 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.

§ 8.3.4.2 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.

§ 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-thirty 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 Architect shall be paid 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.

...

~~§ 9.4 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. This Agreement may be terminated by the Owner upon seven (7) days written notice to Architect in its sole discretion. The Architect may terminate this Agreement only in the event of substantial non-performance by the Owner. In the event the Architect proposes to terminate this Agreement, the Architect shall notify the Owner in writing stating with specificity the alleged non-performance and further stating that the proposed termination shall be effective if the non-performance remains uncorrected for a period not less than 15 days following said notice.~~

PAGE 15

~~§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7. due.~~

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

...

~~§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party-party, subject to the requirements of the Minnesota Data Practices Act, shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.~~

PAGE 16

A. Format for Fixed Fees Assigned to Specific Projects:

- *New Building: 6% x Construction Cost Estimate
- *Simple Additions: 7% x Construction Cost Estimate
- *Additions with Remodeling: 7.5% x Construction Cost Estimate
- *Remodeling: 7.5% x Construction Cost Estimate
- * "Gut" Job Renovations: 8.5% x Construction Cost Estimate

*School Facility Commissioning by Separate Contract

B. Furnish and Equipment Services (if requested)

Fixed Fee Based on 6% of the Furnishings Cost Documented by Wold

C. New Elementary School Fixed Fee \$1,180,500

High School Additions and Renovations Fixed Fee \$363,750

...

1.25 x (salary plus overhead)

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...
1.25 x (salary plus overhead)

...
§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent (—%)~~, or as otherwise stated below: times 1.25.

...

Schematic Design Phase	<u>fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>forty</u>	percent (	<u>40</u>	%)
Bidding or Negotiation Phase	<u>five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>twenty</u>	percent (	<u>20</u>	%)

PAGE 17

...
.1 ~~Transportation and authorized out of town travel and subsistence; mileage based on Federal rates in connection with the project and Owner requested out-of-state travel;~~

...
.3 ~~Fees paid for securing approval of authorities having jurisdiction over the Project;~~ Project, including government agency review and permit fees;

...
.5 Postage, handling and delivery;

~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~

~~.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;~~

...
§ 11.8.2 For Reimbursable Expenses related to mileage the compensation shall be the expenses incurred by the Architect and the Architect's consultants and shall be billed at expense plus 50% of expenses incurred. All other reimbursable expenses shall be billed at actual cost to Architect plus zero percent (0 %) of the expenses incurred.

...
§ 11.10.1 An initial payment of zero (\$ 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.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) 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.

...
%—Local rate of interest as set by Minnesota Statute Section 549.09.

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§ 12.1 The Architect shall maintain its records in a manner that is consistent with Minn. Stat. Ch. 13, The Minnesota Data Practices Act

Vaughn Dierks // AIA
Partner

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:33:45 on 09/02/2014 under Order No. 5509786678_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Princeton Public Schools, ISD #477
706 First Street, Princeton, MN 55371

**Comprehensive Project Representation and
Management Services**

June 1, 2014

Table of Contents

Introduction	1
I. Development, Design, and Pre-Construction Phase	1
II. Construction and Post-Construction Phase.....	2
III. Basis of Compensation	2
Appendices	
A General Conditions	
B Signature Page	
C Referendum Work Scope Summary	
D Hourly Rate Schedule	

Comprehensive Project Representation & Management Services

May 2014 Bond Referendum Project

Introduction

ICS Consulting, Inc. (ICS) is pleased to present this proposal agreement to provide Comprehensive Project Representation and Management services on behalf of the District for the upcoming improvements project based on the following understanding of the overall project scope and timeline:

ICS was originally engaged to work collaboratively with Wold and the District to develop and implement a district-wide approach and associated recommendations related to completion of potential improvement projects throughout the District. After several months of further development and refinement, efforts culminated in a successful \$29,955,000 dollar voter-approved bond referendum in May of 2014.

The proposed work scopes consist of construction of a new K-2 elementary facility, additions and renovations to the existing High School facility, and safety, security and technology work throughout the District. A detailed listing of all work scopes is included in Appendix C of this document.

Following the recent successful referendum effort, it is assumed that the design, pre-construction, and construction phase activities will commence immediately. It is anticipated that all phases of the project will be phased and completed over the course of the next two years with final completion for the vast majority of the work in late 2016.

An overview of services to be provided by ICS Consulting, Inc. on your behalf as outlined in the summary below:

I. Development, Design, and Pre-Construction Phase

- Assist Wold with development of all necessary submittal and review and comment documentation for the MDE.
- Development of an on-going project communications plan to include on-going updates, reporting, etc. over the course of all projects.
- On-going interaction and coordination with District staff.
- Develop the overall project schedules and phasing.
- Cost estimating and overall budget development for all projects including updates at each phase of the design processes.
- Assistance with review and development of comprehensive Division 00 and 01 front-end specifications.
- Review of schematic design and design development documents for coordination and scope issues.
- Review the 95% CD's for coordination and constructability issues.
- Facilitation of a pre-bid walk-thru's.
- Coordination of public bid and award processes and necessary procurement activities for all scopes of work including post-bid analysis and contract award process.

II. Construction & Post-Construction Phase

- Develop and administer owner construction contracts for the projects.
- Provide on-site coordination and management of trade contractor work and project-related activities on an on-going / daily basis.
- Processing, logging, and tracking of project-related communications including SI's, RFP's, RFI's, CO's etc.
- Interface with on-site trade contractors and designs team for resolution of on-going construction-related issues.
- On-going projects budget tracking and accounting on behalf of the District including on-going reconciliation of all project-related expenditures in conjunction with the District.
- Coordination of final punch-lists and final closeouts completion by trade contractors for the projects.
- Coordination of all close-out documentation including As-Builts, warranties and O&M Manuals.
- Facilitation of an 11-month walk-thru for applicable scopes of work.

III. Basis of Compensation

ICS's Compensation for all project-related services as described and summarized above are proposed as a lump sum fixed fee of \$662,000 for services provided during the planning and pre-referendum phase, design and development phase, and construction and post-construction phases of the project.

The actual amount billed for ICS's services on a monthly basis will be based on ICS's estimate of the proportion of total services actually completed during the billing period.

Reimbursable expenses will be billed on a direct basis and include such items as travel (at IRS rate), subsistence, reproduction of reports, drawings, specifications, bidding documents and similar project-related items, technology usage/specialized equipment. No personnel will be billed as a reimbursable expense.

For Project work beyond services outlined in proposal and/or any changes to the agreed upon scope of services or project duration, services will be billed on a time-and-materials basis in addition to the above noted fees. However, additional work will not be conducted without approval by the District. Hourly rates and charges for these additional services are set forth in Appendix D to this Agreement.

Appendix A

General Conditions

General Conditions

The word "Consultant" refers to ICS Consulting, Inc., the company with which Owner is contracting. "Owner" is our client. The Agreement with you, the client, is comprised of this Agreement and accompanying written proposal.

1. Scope of Work and Duration of Services

Consultant will furnish and perform the services specified in Consultant's proposal (the "Proposal"). If any portion of the proposal is inconsistent with this Agreement, this Agreement shall control.

The commencement date for basic services shall be the date of approval of this proposal agreement.

Consultant's obligation to perform the Services shall terminate upon completion of the 1 year Contractor call back warranty period for the project or upon completion of all specified services described in this proposal.

2. General Provisions

In addition to the Proposal, Consultant and Owner agree as follows:

A. Right of Access

Unless otherwise agreed in writing, Owner will furnish Consultant with right-of-access to the Site and accurate information necessary to conduct the Services, as requested by Consultant.

B. Confidential & Proprietary Information

Subject to the Minnesota Data Practices Act, the Consultant and Owner agree not to disclose to others or use any confidential or proprietary information or trade secrets of the other, which may become known to each prior to, during or after the performance of this Agreement without the prior written consent of the other. "Confidential or propriety information" and "trade secrets" shall mean any information about the other which is neither publicly known nor legally accessible to the other parties from third parties. Prior to the disclosure of any such confidential or proprietary information or trade secrets, each shall obtain the written approval of the other. Neither Owner nor Consultant shall use the specification or other materials produced under this Agreement for any purpose beyond the scope of this project, without prior written agreement of the other.

C. Quality

Consultant warrants that the Services it performs under this Agreement will be performed with the care and skill ordinarily exercised by reputable members of its profession practicing under similar conditions during the period of this Agreement and in the same or similar locality.

2. Payment for Services

A. Invoices will be submitted monthly for services performed during the previous month.

B. Payments will be considered due and payable 30 days from the date of the associated invoice. If payments are not received upon becoming due and payable, interest may be assessed on the outstanding balance at a rate of the US Bank Reference Rate plus 5%, with interest accruing beginning 30 days from the original date of the invoice.

3. Indemnity & Insurance

A. Indemnity

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless Owner, its agents, and employees, from all claims, losses, costs, and damages arising in any way out of Consultant's performance of work under this agreement, but only to the extent caused in whole or in part by negligent acts or omissions or intentional fault on the part of the consultant, regardless of whether such claim, loss, cost, or damage is caused in part by the Owner.

Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its agents, and employees, from all claims, losses, costs, and damages arising in any way out of

Owner's performance of work under this agreement, but only to the extent caused in whole or in part by negligent acts or omissions or intentional fault on the part of the Owner, regardless of whether such claim, loss, cost, or damage is caused in part by the Consultant.

B. Insurance

Insurance Provided by Consultant. Before the start of its work, the Consultant shall procure and maintain in force coverage and limits of insurance for its own negligence as follows:

- (a) Employers' Liability: \$1,000,000.00.
- (b) General Liability: \$2,000,000.00 Occurrence, \$4,000,000.00 Aggregate
- (c) Automobile Insurance: \$1,000,000.00 Liability.
- (d) Umbrella Liability: \$1,000,000.00 Occurrence, \$1,000,000.00 Aggregate
- (e) Professional Liability: \$2,000,000.00 Each Claim, \$2,000,000.00 Annual Aggregate

4. Limitations on Liability

A. The obligations of the Owner under this Agreement do not constitute personal obligations of Owner or its directors, officers or agents. Consultant will look solely to Owner's assets for satisfaction of any liability in respect of this Agreement and will not seek recourse against the directors, officers or agents of Owner or any of their personal assets for such satisfaction, unless there is a written agreement which makes an individual personally liable, executed by that individual. The provisions of this Paragraph 4 are not intended to relieve Owner from the performance of its obligations under this Agreement, but only to limit personal liability in the case of recovery of judgment. They do not limit Consultant's rights to obtain injunctive relief and specific performance or to maintain any other action not involving the personal liability of Owner or its directors, officers or agents.

B.

C. ICS shall not be responsible for the acts or omissions of any consultant, contractor or any subcontractor, supplier or other individuals or entities performing design and/or furnishing any portions of the work. ICS shall not be responsible for the failure of any Contractor to perform or furnish the work in accordance with the Contract Documents. However, the provisions of this paragraph are not intended to relieve ICS from its obligation to perform its services consistent with the standard set forth in paragraph 2(c) hereof.

5. Assignment

This Agreement shall not be assigned by Consultant without prior written consent of the Owner.

6. Authorities for Action

Owner designates a responsible employee for administration and coordination of the work. Consultant designates a responsible employee to act on its behalf in any matter under this Agreement. Either party may designate in writing one or more persons to act on its behalf in any manner under this Agreement, provided notice is given according to the provisions set forth in Paragraph 8 below.

7. Independent Contractor

It is specifically understood and agreed that at all times pertinent to this Agreement, Consultant shall be an independent Contractor and shall not be considered an employee of the Owner.

8. Notices

Any notice under this Agreement shall be in writing and shall be deemed to be properly given when delivered to an officer of Owner or Consultant or upon receipt by the other party, when mailed by registered or certified mail, postage prepaid, return receipt requested.

Either party shall have the right to designate by notice, in the manner set forth above, a different address to which notices are to be mailed.

9. Applicable Law

This Agreement shall be governed by and construed under the laws of the State of Minnesota.

10. Extent of Agreement

This Agreement represents the entire Agreement between Owner and Consultant, and supersedes all prior obligations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument, dated and executed by both Owner and Consultant.

11. Termination

This Agreement may be terminated for proper cause by either party for any reason upon thirty (30) days written notice to the other party. Upon termination, Consultant will deliver to Owner or its designee all records, documents or materials in its possession or control of Consultant which relate to the Project and for which payment has been received. If Services have been prepared for, or performed, for which payment has not been received as of the date of termination, Owner shall be entitled to purchase the products of those Services, such as records, materials and documents, for the consideration due therefore under this Agreement. If Owner does not purchase the products of these Services, Owner remains liable to Consultant for any incurred but unpaid charges for Services performed.

12. Hazardous Materials

It is acknowledged by both parties that ICS Consulting, Inc.'s scope of services does not include any services related to asbestos, hazardous, or toxic materials that may be encountered or found to be present at or in areas adjacent to the site. Any such materials that are encountered shall be immediately brought to the attention of the owner, who will be solely responsible for any required abatement and/or removal of the materials in full compliance with applicable laws and regulations.

Appendix B

Signature Page

Signature Page

Princeton Public Schools ISD #477

Comprehensive Project Representation and Management Services

June 1, 2014

Proposal Terms

Terms on payment of services are delineated in the proposal dated June 1, 2014.

Signature includes acceptance of attached proposal, fee schedule, and general conditions.

Authorization to Proceed

We appreciate the opportunity to present this proposal for Comprehensive Project Representation and Management Services. Please sign and return both copies of this document to our office. Upon receipt of both signed copies, a fully executed original copy will be forwarded back to you for your records. We will begin the project at the time of signature acceptance of this proposal.

* * *

Please proceed according to the above stated terms, attached general conditions and the proposal.

Date

Printed Name

Authorized Signature

Appendix C

Scope of Work Summary

7d. Estimated expenditures in reasonable detail for the project

NEW K-2 (At North)

Construction Costs

New K-2 Building	102,000 sf	\$	16,525,000
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Site Work

Field Development		\$	400,000
Re-Design Parking / Drop Off		\$	500,000
Road / Access Improvements		\$	600,000
Water / Utility / Infrastructure Improvements		\$	300,000
		\$	1,800,000

Furniture / Fixtures / Equipment

Kitchen / Food Service		\$	400,000
Technology Infrastructure (Hard & Soft)		\$	200,000
Classroom Furniture (Repair / Replace)		\$	500,000
		\$	1,100,000

Decommission of South Elementary

	\$	600,000
Construction Sub-Total	\$	20,025,000

Project Costs

Contingency (5%)		\$	1,000,000
Design / Permits / Testing / etc.		\$	2,450,000
Moving / Phasing		\$	80,000
		\$	3,530,000

New Elementary - Total	\$	23,555,000
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Other Costs

Security Improvements (4 Buildings)		\$	100,000
Technology Improvements (4 Buildings)		\$	500,000
High School Improvements		\$	4,500,000
Remove Portables			
Kitchen / Cafeteria Renovations			
Gymnasium Addition (2 Station)			
ADA Upgrades			
Industrial Technology Renovations			
Project Costs		\$	900,000

District-wide and High School - Total	\$	6,000,000
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Project Issuance Costs

	\$	400,000
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Total	\$	29,955,000
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Appendix D

Hourly Rate Schedule

Hourly Rate Schedule

(This Rate Schedule to be used Only with Prior Approval Written from the District)

ICS's services will be billed at the following rates:

Consulting Services

▪ Principal.....	\$130.00
▪ Senior Project Engineer	\$125.00
▪ Senior Project Manager	\$125.00
▪ Project Manager	\$90.00
▪ Graphics/Computer-Aided Drafting (CAD).....	\$75.00
▪ Administrative/Clerical Support.....	\$55.00
▪ Legal Consultant	\$260.00
▪ Cost Estimator.....	\$95.00
▪ Professional Engineer	\$135.00
▪ Certified Thermographer	\$170.00