AGREEMENT made as of the Twenty-ninth day of January in the year Two Thousand
Fifteen
(In words, indicate day, month and year.)

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

Lakeland School System
10001 Highway 70
Lakeland, TN 38002

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

Renaissance Group, Inc.
9700 Village Circle, Suite 100
Lakeland, TN 38002

A2H, Inc.
3009 Davies Plantation Road
Lakeland, TN 38002

This agreement hereby specifies a joint effort between two firms, Renaissance Group
Inc. located at 9700 Village Circle Road, Lakeland, TN 38002 and A2H, Inc.
located at 3009 Davies Plantation Road, Lakeland TN 38002 and will have shared
responsibilities to perform the architecture and engineering services for the Lakeland
School System. Any further reference to architect in this document will imply
architect and engineer of both firms.

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

Lakeland Prep Middle/High School for the Lakeland School System.

The Location is on portions of property to the north east quadrant of Hwy. 70 and Canada
Roads, north of the existing lake and eastward towards a small drainage basin on
approximately 94 +/- acres. Refer to the attached Exhibit A - Conceptual Site Plan.

The School will be designed as a single phase construction project for a total of 1,750
students and approximately 262,000 SF (programming will determine size) with a
two-story structure. The site shall contain all necessary practice fields, sports fields,
access and parking lots needed to support a school of this size. There will be two private
drives (roads) designed and built to enter the school site.

The Owner and Architect agree as follows.
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
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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.)

The Architect’s Basic Services consist of the five (5) phases described as follows:

1) Paragraph - 3.2 Schematic Design Phase Services
2) Paragraph - 3.3 Design Development Phase Services
3) Paragraph - 3.4 Construction Document Phase Services
4) Paragraph - 3.5 Bidding and Negotiations Phase Services
5) Paragraph - 3.6 Construction Phase Services
   (Includes Architectural, Structural, Mechanical, Plumbing, Fire Protection and Electrical Engineering Services.)
§ 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:

To be determined. Anticipated Commencement date - May 01, 2015

.2 Substantial Completion date:

To be determined. Anticipated Commencement date - June 01, 2018

§ 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.

§ 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.

Cliff Jackson, AIA – Renaissance Group, Inc. – Stewart A. Smith, AIA – A2H, Inc.

§ 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

See Exhibit B – Certificate of General Liability Insurance.

.2 Automobile Liability

See Exhibit B – Certificate of General Liability Insurance.

.3 Workers' Compensation

See Exhibit B – Certificate of General Liability Insurance.

.4 Professional Liability

See Exhibit B – Certificate of General Liability Insurance.
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. Services not set forth in this Article 3 are Additional Services.

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner’s consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner’s consultants. 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.

§ 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. 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 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 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.
§ 3.5 BIDDING 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
  - procuring the reproduction of Bidding Documents for distribution to prospective bidders;
  - 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;
  - organizing and conducting a pre-bid conference for prospective bidders;
  - 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
  - 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.

(Paragraphs deleted)

§ 3.5.2.4 The Architect shall assist the Owner in prequalifying Contractors and Sub-Contractors prior to the bidding of the project.

§ 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 on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK
§ 3.6.2.1 The Architect shall visit the site 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 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 of known deviations from the Contract Documents and  

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User Notes:
from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not 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 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 4.3.3, 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 4.3.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

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

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

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

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

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.
ARTICLE 4   ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are 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.)

<table>
<thead>
<tr>
<th>Additional Services</th>
<th>Responsibility (Architect, Owner or Not Provided)</th>
<th>Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 4.1.1 Programming (B202™-2009)</td>
<td>Architect</td>
<td>Included in Basic Services</td>
</tr>
<tr>
<td>§ 4.1.2 Multiple preliminary designs</td>
<td>Architect</td>
<td>Included in Basic Services</td>
</tr>
<tr>
<td>§ 4.1.3 Measured drawings</td>
<td>N.P.</td>
<td>Included in Basic Services</td>
</tr>
<tr>
<td>§ 4.1.4 Existing facilities surveys</td>
<td>N.P.</td>
<td>Provided in RG/A2H contract for Site Design and Construction Services (See Exhibit C)</td>
</tr>
<tr>
<td>§ 4.1.5 Site Evaluation and Planning (B203™-2007)</td>
<td>N.P.</td>
<td>Provided in RG/A2H contract for Site Design and Construction Services (See Exhibit C)</td>
</tr>
<tr>
<td>§ 4.1.6 Building Information Modeling (E202™-2008)</td>
<td>N.P.</td>
<td>Provided in RG/A2H contract for Site Design and Construction Services (See Exhibit C)</td>
</tr>
<tr>
<td>§ 4.1.7 Civil engineering</td>
<td>N.P.</td>
<td>Provided in RG/A2H contract for Site Design and Construction Services (See Exhibit C)</td>
</tr>
<tr>
<td>§ 4.1.8 Landscape design</td>
<td>N.P.</td>
<td>Provided in RG/A2H contract for Site Design and Construction Services (See Exhibit C)</td>
</tr>
<tr>
<td>§ 4.1.9 Architectural Interior Design (B252™-2007)</td>
<td>Architect</td>
<td>Included in Basic Services</td>
</tr>
<tr>
<td>§ 4.1.10 Value Analysis (B204™-2007)</td>
<td>N.P.</td>
<td>Provided in RG/A2H contract for Site Design and Construction Services (See Exhibit C)</td>
</tr>
<tr>
<td>§ 4.1.11 Detailed cost estimating</td>
<td>N.P.</td>
<td>Provided in RG/A2H contract for Site Design and Construction Services (See Exhibit C)</td>
</tr>
<tr>
<td>§ 4.1.12 On-site Project Representation (B207™-2008)</td>
<td>N.P.</td>
<td>Provided in RG/A2H contract for Site Design and Construction Services (See Exhibit C)</td>
</tr>
<tr>
<td>§ 4.1.13 Conformed construction documents</td>
<td>N.P.</td>
<td>Provided in RG/A2H contract for Site Design and Construction Services (See Exhibit C)</td>
</tr>
<tr>
<td>§ 4.1.14 As-Designed Record drawings</td>
<td>N.P.</td>
<td>Provided in RG/A2H contract for Site Design and Construction Services (See Exhibit C)</td>
</tr>
<tr>
<td>§ 4.1.15 As-Constructed Record drawings</td>
<td>Architect</td>
<td>Provided in RG/A2H contract for Site Design and Construction Services (See Exhibit C)</td>
</tr>
<tr>
<td>§ 4.1.16 Post occupancy evaluation</td>
<td>N.P.</td>
<td>Provided in RG/A2H contract for Site Design and Construction Services (See Exhibit C)</td>
</tr>
<tr>
<td>§ 4.1.17 Facility Support Services (B210™-2007)</td>
<td>N.P.</td>
<td>Provided in RG/A2H contract for Site Design and Construction Services (See Exhibit C)</td>
</tr>
<tr>
<td>§ 4.1.18 Tenant-related services</td>
<td>N.P.</td>
<td>Provided in RG/A2H contract for Site Design and Construction Services (See Exhibit C)</td>
</tr>
<tr>
<td>§ 4.1.19 Coordination of Owner’s consultants</td>
<td>N.P.</td>
<td>Provided in RG/A2H contract for Site Design and Construction Services (See Exhibit C)</td>
</tr>
<tr>
<td>§ 4.1.20 Telecommunications/data design</td>
<td>Architect</td>
<td>Provided in RG/A2H contract for Site Design and Construction Services (See Exhibit C)</td>
</tr>
<tr>
<td>§ 4.1.21 Security Evaluation and Planning (B206™-2007)</td>
<td>Architect</td>
<td>Provided in RG/A2H contract for Site Design and Construction Services (See Exhibit C)</td>
</tr>
<tr>
<td>§ 4.1.22 Commissioning (B211™-2007)</td>
<td>N.P.</td>
<td>Provided in RG/A2H contract for Site Design and Construction Services (See Exhibit C)</td>
</tr>
<tr>
<td>§ 4.1.23 Extensive environmentally responsible design</td>
<td>N.P.</td>
<td>Provided in RG/A2H contract for Site Design and Construction Services (See Exhibit C)</td>
</tr>
<tr>
<td>§ 4.1.24 LEED® Certification (B214™-2012)</td>
<td>N.P.</td>
<td>Provided in RG/A2H contract for Site Design and Construction Services (See Exhibit C)</td>
</tr>
<tr>
<td>§ 4.1.25 Fast-track design services</td>
<td>N.P.</td>
<td>Provided in RG/A2H contract for Site Design and Construction Services (See Exhibit C)</td>
</tr>
<tr>
<td>§ 4.1.26 Historic Preservation (B205™-2007)</td>
<td>N.P.</td>
<td>Provided in RG/A2H contract for Site Design and Construction Services (See Exhibit C)</td>
</tr>
<tr>
<td>§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)</td>
<td>Architect/Owner</td>
<td>Provided in RG/A2H contract for Site Design and Construction Services (See Exhibit C)</td>
</tr>
<tr>
<td>§ 4.1.28 Land Surveying</td>
<td>N.P.</td>
<td>Provided in RG/A2H contract for Site Design and Construction Services (See Exhibit C)</td>
</tr>
</tbody>
</table>

§ 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.

Additional Services that are included in the A&E Scope of Services:

Selection and layout of the following items:
Football Stadium Seating
Basketball, Baseball, Soccer, and Softball Bleacher Seating
Auditorium, Gymnasium, and Cafeteria A/V Equipment
Athletic Goals and permanent Athletic Equipment
Kitchen Hood
Kitchen Equipment
Walk-In Cooler and Freezers

Furniture, Furnishings, and Equipment Design to be provided by OWNER and coordinated by Architect (for no additional fee):
Science Labs and Equipment
Lockers
Information Technology Hardware and Infrastructure
Security and Access Control
Telecommunications
Classroom Furnishings
Library Furnishings
Office Furnishings
Band Room Furnishings
Choir Room Furnishings
Computer Labs
Career and Technical Education Furnishings
Theater Seating

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

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

.1 Services necessitated by a 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, or 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.

§ 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 Two (2) reviews of each Shop Drawing, Product Data Item, sample and similar submittal of the Contractor
.2 Sixty (60) visits to the site by the Architect over the duration of the Project during construction
.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 Four (4) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Forty-two (42) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 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.

§ 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. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

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

§ 6.5 If at any time the 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 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 In the event the Owner uses the Instruments of Service 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. 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, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, 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 waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.
§ 8.2 MEDIATION
§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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

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

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

[X] Arbitration pursuant to Section 8.3 of this Agreement shall be instituted and maintained in any Court of competent jurisdiction in Shelby County, Tennessee and both parties expressly consent to the jurisdiction of such Court in Shelby County, TN.

[ ] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

§ 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.

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User Notes:
§ 8.3.4 CONSOLIDATION OR JOINER

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the 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 Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

§ 9.6 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.

§ 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.

§ 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 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.

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.)

Fee for services shall be 4.75% (four and seventy-five percent) based upon the building construction accepted bid to be converted to a Lump Sum Fee. Fees for services based upon single phase construction of the Lakeland Prep School.

Reimbursable Expenses Allowance up to $20,000.00

§ 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.)

4.75% (four and seventy-five percent) based on Cost of Work or Products.

§ 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.)
See Paragraph 11.7 - Hourly Billing Rates.

§ 11.4 Compensations 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 Ten percent (10.00 %), or as otherwise stated below:

§ 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:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Percentage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schematic Design Phase</td>
<td>Twenty percent</td>
<td>20  %</td>
</tr>
<tr>
<td>Design Development Phase</td>
<td>Twenty Five percent</td>
<td>25  %</td>
</tr>
<tr>
<td>Construction Documents Phase</td>
<td>Thirty-Two percent</td>
<td>32  %</td>
</tr>
<tr>
<td>Bidding Phase</td>
<td>Three percent</td>
<td>3  %</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>Twenty percent</td>
<td>20  %</td>
</tr>
</tbody>
</table>

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.

§ 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.)

<table>
<thead>
<tr>
<th>Employee or Category</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$175.00/Hour</td>
</tr>
<tr>
<td>Project Architect/Engineer</td>
<td>$155.00/Hour</td>
</tr>
<tr>
<td>Project Manager/Interior Design Manager</td>
<td>$130.00/Hour</td>
</tr>
<tr>
<td>Design Architect/Engineer</td>
<td>$155.00/Hour</td>
</tr>
<tr>
<td>Construction Administrator</td>
<td>$95.00/Hour</td>
</tr>
<tr>
<td>Intern Architect/Engineer</td>
<td>$70.00/Hour</td>
</tr>
<tr>
<td>CAD Architect/Engineer</td>
<td>$70.00/Hour</td>
</tr>
<tr>
<td>Financial Associate</td>
<td>$70.00/Hour</td>
</tr>
<tr>
<td>Interior Designer</td>
<td>$85.00 Hour</td>
</tr>
<tr>
<td>Move Coordinator</td>
<td>$70.00 Hour</td>
</tr>
<tr>
<td>Technician</td>
<td>$70.00 Hour</td>
</tr>
<tr>
<td>Clerical</td>
<td>$45.00 Hour</td>
</tr>
</tbody>
</table>

§ 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. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
3. Fees paid for securing approval of authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, standard form documents;
5. Postage, handling and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the
Architect's consultants plus Fifteen percent (15.00 %) 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 Twenty Thousand Dollars and Zero Cents ($ 20,000.00 ) 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 Thirty (30)
days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate
prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon)

1.50 %

§ 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.

§ 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:

.1 If, due to the Architect’s negligence, a required item or component of the Project is omitted from
the Architect’s construction documents, the Architect shall not be responsible for paying the cost
required to add such an item or component to the extent that such item or component would have
been required and included in the original construction documents. In no event will the Architect
be responsible for any cost or expense that provides betterment or upgrades or enhances the value
of the Project.

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:

reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution
of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible
under the law. This document was produced by AIA software at 16:41:53 on 01/29/2015 under Order No 5461751718_1 which expires on 10/15/2015, and is
not for resale.

Init.

User Notes:

(8943918977)
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.)

Exhibit A - Conceptual Site Plan
Exhibit B - Certificate of Insurance
Exhibit C - Lakeland Prep Site Design and Construction Services Proposal

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

OWNER

(Signature)
Dr. Ted Horrell
Superintendent – Lakeland School System
(Printed name and title)

Date

ARCHITECT – Renaissance Group, Inc.

(Signature)
Douglas W. Burris
Senior Vice President - Partner
(Printed name and title)

Date

ARCHITECT – A2H, Inc.

(Signature)
Logan E. Meeks, P.E.
Partner – Vice President of Operations
(Printed name and title)

Date
EXHIBIT B

CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Crow Friedman Group
941 Whistle Dr.
Memphis, TN 38117
(901) 820-0400

INSURED
A2H, Inc.
3009 Davies Plantation Rd.
Lakeland, TN 38002-8215

INSURER(S) AFFORDING COVERAGE
INSURER A: Travelers Indemnity Co. of America
25666
INSURER B: Travelers Property & Casualty Co. of America
25674
INSURER C: Travelers Indemnity Company
25658
INSURER D: Continental Casualty Company
20443
INSURER E:
INSURER F:

COVERAGES

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 191, Additional Remarks Schedule, if more space is required)
Re: Lakeland School System - A2H Project #14492

CERTIFICATE HOLDER
City of Lakeland, TN
Lakeland Board of Education
10001 Highway 70
Lakeland, TN 38002

CANCELATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT B
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

Important: If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Producer:
McDaniel-Whitley, Inc.
P.O. Box 382007
Memphis, TN 38183-2007

Insured:
The Renaissance Group, Inc.
9700 Village Circle Ste 100
Lakeland, TN 38002

Coverage:
Certificate Number: 14-15 DEV Renaissance Grp
Revised Number:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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Description of Operations-Language/Vehicles (Attach ACORD 101. Additional Remarks Schedule, if more space is required):
Project: Lakeland Prep

Certificate Holder:
Lakeland Board of Education
10001 Hwy 70
Lakeland, TN 38002

Cancellation:
Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative:
R Whitley/Quinn

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January 29, 2015

Dr. Ted Horrell  
Superintendent  
Lakeland School System  
1001 Highway 70  
Lakeland, TN 38002

RE: Lakeland Prep - Middle and High School Campus  
Site Design and Construction Services  
Lakeland, TN

A2H #14492

Dear Dr. Horrell:

Renaissance Group, Inc. and A2H, Inc. are in receipt of your Request for Proposal for Professional Services for the development of the Lakeland Prep campus project. A2H and Renaissance Group are fully prepared to support the Lakeland School System in this project and we look forward to the opportunity.

This contract hereby specifies a joint effort between two firms, Renaissance Group Inc. located at 9700 Village Circle Road, Lakeland, TN 38002 and A2H, Inc. located at 3009 Davies Plantation Road, Lakeland TN 38002 and will have shared responsibilities to perform the professional services for the Lakeland School System. Any further reference to professional services in this document will imply the professionals of both firms.

Please note that Pat Harcourt will serve as Project Manager for this project and will be your contact person in our office. If you have any questions or require additional information, please do not hesitate to contact me at any time.

Thank you for giving us the opportunity to submit this proposal.

Renaissance Group, Inc. and A2H, Inc.

[Signatures]  
Douglas W. Burris  
Senior Vice President - Partner  
Logan E. Meeks,  
Partner – Vice President of Operations

LEMP/jps

Enclosures
January 29, 2015

Dr. Ted Horrell  
Superintendent  
Lakeland School System  
1001 Highway 70  
Lakeland, TN 38002  

RE: Lakeland Prep - Middle and High School Campus  
Site Design and Construction Services  
Lakeland, TN  

A2H #14492  

Dear Dr. Horrell:

Renaissance Group Inc. and A2H, Inc. are pleased to respond to your Request for Proposal for Professional Services for the development of the Lakeland Prep campus project.

I. It is our understanding that the following services will be provided:

Renaissance Group and A2H shall be responsible for site due diligence, design, and municipal approval of the proposed Lakeland Prep campus. The proposed campus is on portions of property to the north east quadrant of Hwy. 70 and Canada Roads, north of the existing lake and eastward towards a small drainage basin on approximately 94+/- acres. Refer to the attached Exhibit A - Conceptual Site Plan.

The School will be designed for a total of 1,750 students and approximately 262,000 SF (programming will determine size) with a two story structure. The site shall contain all necessary practice fields, sports fields, access and parking lots needed to support a school of this size. There will be two private drives (roads) designed and built to enter the school site.

Professional services being provided in this contract include Land Surveying, Civil Engineering, Traffic Engineering, Electrical Engineering, Environmental Engineering, Wetlands Biologist, Certified Forester, and Landscape Architecture services in compliance with all applicable codes, regulations and guidelines.
II. It is our understanding that the general scope and phasing of services includes:

Due Diligence Phase Services

The Due Diligence phase includes the Land Planning and Civil Engineering services for an informed analysis of the critical elements of the site development and development process.

This phase will evaluate key criteria of the potential sites, including traffic and roadway access, flood protection, environmental concerns, drainage, utility availability and agency approvals. Our coordination with the client, the architect, and other specialty consultants provides economical and site specific infrastructure solutions.

This phase does include Professional Services provided to date in support of the due diligence.

The Due Diligence phase shall include:

A. Utility determinations.
B. Stream and Wetland determinations and concurrence.
C. Tree identification activities as required by the City of Lakeland Tree Management Ordinance.
D. Site impact and mitigation activities.
E. Development of a rezoning application for the subject parcel including all activities to obtain approval by the City of Lakeland Board of Commissioners.

F. Due Diligence Report to include the following sections:
   i. Executive Summary
   ii. Land Use and Zoning Investigation
   iii. Preliminary Drainage Investigation
   iv. Preliminary Geotechnical Investigation (provided by Owner). We will assist the owner in procuring the Geotechnical Engineer and coordinating the efforts of their scope of work.
   v. Traffic and Roads System Investigation
   vi. Maps
   vii. Phase I Environmental Site Assessment (provided by Owner). We will assist the owner in procuring the Environmental Engineer and coordinating the efforts of their scope of work.
   viii. Conceptual Site Plan
Conceptual Site Plan Phase Services

The Conceptual Site Plan phase includes the Land Planning and Civil Engineering services for the full development of the Conceptual Site Plan for approval by the Lakeland School System. The scope of the Conceptual Site Plan shall include all work necessary for the development of the site for the middle and high school building pad as well as all necessary practice fields, sports fields, access and parking lots needed to support the school. There will be two private drives as part of the scope for access to the school site.

This phase does include Professional Services provided to date in support of the previous site plans.

A. Coordination with the client, the architect, and City of Lakeland for the development of the Conceptual Site Plan.

Surveying Phase Services

The Surveying phase includes the Land Surveying and Tree Surveying services for the proposed site of the school.

A. A boundary survey of the approximately ninety-four (94+/-) acre Lakeland site will include any improvements, recorded easements, building setbacks and locations of property corners within the project limits as shown in the Conceptual Site Plan (Exhibit A).

B. A tree survey of all trees identified as 6” in diameter at breast height (DBH) or greater (in accordance with the requirements of the City of Lakeland Tree Management Ordinance). DBH is a standard method of expressing the diameter of the trunk or bole of a standing tree. If the site is partially cleared, the fee for the tree survey will be reduced appropriate to the acreage cleared.

C. A topographic survey of the approximately ninety-four (94+/-) acre Lakeland site will provide elevations of the grounds, location of site features, and site perimeter. The topographic survey will be performed after the clearing of the site.

Traffic Impact Study Phase Services

The Traffic Impact Study phase includes the Traffic Engineering services for the full development of the school site to ensure that the Conceptual Site Plan can adequately accommodate peak-hour traffic within the site without significant conflict between the school and the surrounding one (1) mile radius residential and commercial components.

A. The impact of the development upon the surrounding road network, in particular Canada Road and Highway 70 will be evaluated. The need for traffic controls to provide for safe ingress/egress from the site while insuring orderly progression of traffic on Canada Road and Highway 70 will be investigated. The City of Lakeland will be contacted and the traffic impacts and possible courses of action will be discussed.

B. Utilize Trip Generation and traffic projections by zone to determine splits and make roadway assignments.
C. Determine laneage requirements and location of turn lanes, crosswalks, etc., as it relates to vehicular and pedestrian circulation.

D. Analyze key intersections for level of performance and service including intersections within the development and on Canada Road and Highway 70.

E. Meet with City of Lakeland to discuss findings and options as they relate to traffic controls at intersections with Canada Road and Highway 70.

F. The deliverable for this phase will be a written report of findings and recommendations including:
   i. Proposed development
   ii. Existing Conditions including Land Use, roadway and traffic volumes.
   iii. Project traffic
   iv. Site analysis for level of performance and service
   v. Improvement analysis to address any unacceptable levels of service
   vi. Recommendations of improvement.

Governmental Approvals Phase Services

The Governmental Approvals phase includes the Land Planning, Civil Engineering, Landscape Architectural, and Electrical Engineering services for approval by the Lakeland Municipal Planning Commission. This phase will run concurrently with Construction Documents phase until final approval is granted by the City of Lakeland Board of Commissioners. It is anticipated that there will be two packages for approval, one for Rough Grading/Mass Haul and one for the Final Site.

The following is a proposed outline of services that addresses the procedural activities required by the City of Lakeland for site development. As part of the initial pre-application conference, a refined scope of services can be developed based upon guidance from the City of Lakeland as to the procedural activities required for this development.

A. Provide analysis of City of Lakeland ordinances and site plan requirements including zoning regulations and environmental issues relative to permitting will be included.

B. Upon approval of the conceptual site plan by Lakeland School System, we will prepare a Preliminary Site Plan for review meeting with Planning Director. This plan will be used for pre-application meeting with the City of Lakeland. The pre-application meeting will take place before the Preliminary Site Plan submittal is made.

C. Prepare and submit the Preliminary Site Plan.

D. Attend Municipal Planning Commission Meeting on the third Thursday of each month for review of the Preliminary Site Plan.

E. Prepare and submit Final Site Plan/Plat Submittal for Final Site Plan.

F. Attend Planning Commission Meeting on the third Thursday of each month for review of the Final Site Plan/Plat Submittal.

G. Prepare and submit necessary documents for Design Review Committee Submittal.
H. Attend Design Review Committee on the second Monday of each month for review of the Preliminary Site Plan.

I. Design Review Committee meeting – third Thursday of each month.

J. Board of Commissioners for Development Contact - First and Second Thursday of each month.

K. Submit Civil Engineering Documents to the City Engineer of City of Lakeland for approval.

L. Submit necessary documents for Building Permit.

M. Present at public meetings for Lakeland School System during City of Lakeland Municipal Planning Commission process. It is anticipated that perhaps three submittals to City of Lakeland will be necessary for approval. We will prepare the application and submit it with the application fee with the following items 30 days prior to the scheduled Municipal Planning Commission and Design Review Committee meeting:

i. Professional Sample Board of all Building Materials (provided by Architect)
ii. Site Landscaping Plan
iii. Site Irrigation Plan
iv. Architectural Building Elevation Plans (provided by Architect)
v. Site Lighting Plans with Fixture Specifications
vi. Photometric Plan
vii. Tree Survey
viii. General Floor Plans (provided by Architect)
ix. Site Utility Plans
x. Site and Civil Plans
xi. Grading, Erosion, and Drainage Plans
xii. Site Signage Plans (provided by Architect)
xiii. Vicinity Map
xiv. Tree Protection Plan
xv. Report of Detention and Drainage Calculations, signed and sealed by Civil Engineer.
xvi. Plat

- Legal Description of the property
- Zoning of the property
On-Site Construction Documents Phase Services

The On-Site Construction Documents and Specifications phase includes the Civil Engineering, Electrical Engineering, Landscape Architectural, and other specialty consultants services for Construction Documents and Specifications approval by Lakeland School System for competitive bidding purposes to general contractors. We will meet with Owner's Representatives to discuss the project design direction and work to make adjustments throughout the process.

A. Based on the Lakeland School System approval of the Conceptual Site Plan and authorization of any adjustments in the project requirements, we will prepare Construction Documents and Specifications for the Owner's approval that can be used for securing competitive bids from Contractors.

B. The Construction Documents will illustrate and describe the further development of the approved Conceptual Site Plan 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. Included also in this phase will be:
   i. Review of the project with City of Lakeland agencies to ensure compliance with construction code and planning requirements.
   ii. Meeting with Owner's Representative at 50% to review project status and to incorporate review comments.
   iii. Meeting with Owner's Representative at 95% to review project status and to incorporate review comments.
   iv. Issue to Lakeland School System the 100% contract documents.

C. The following will be prepared in support of the submittal to the City of Lakeland Municipal Planning Commission as well as competitive bidding purposes:
   i. Final Site Plan
   ii. Site Layout Plan
   iii. Site Grading Plans
   iv. Drainage Analysis and Calculations
   v. Site Utilities Plans
   vi. Site Lighting Plans
   vii. Erosion Control Plans
   viii. Storm Water Pollution Prevention Plan (SWPPP) to TDEC.
   ix. Landscape Planting Plans
   x. Landscape Irrigation Plans
   xi. Traffic Impact Study
   xii. Technical Specifications
Off-Site Construction Documents Phase Services

The Off-Site Construction Documents and Specifications phase includes the Civil Engineering services for Construction Documents and Specifications approval by Lakeland School System for competitive bidding purposes to general contractors. We will meet with Owner’s Representative to discuss the project design direction and work to make adjustments throughout the process. It is anticipated that there will be two packages for approval, one for Rough Grading/Mass Haul and one for the Final Site.

A. The Construction Documents will illustrate and describe the further development of the off-site private roads (See Exhibit-A) and off-site utility extension coordination with MLGW and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and other requirements for the construction of the Work. The Construction Documents will not include the design of the off-site utilities as provided by MLGW. Included also in this phase will be:
   i. Review of the project with City of Lakeland agencies to ensure compliance with construction code and planning requirements.
   ii. Meeting with Owner’s Representative at 50% to review project status and to incorporate review comments.
   iii. Meeting with Owner’s Representative at 95% to review project status and to incorporate review comments.
   iv. Issue to Lakeland School System the 100% contract documents.

Bidding Phase Services

The Bidding phase includes the Civil Engineering, Electrical Engineering, and Landscape Architectural services for bidding of the Construction Document and Specifications for approval by Lakeland School System.

We shall assist Lakeland School System in bidding the project by providing the following:

A. Organize and conduct a pre-bid conference with Lakeland School System for prospective bidders.

B. Prepare responses to questions from prospective bidders and providing clarifications and interpretations of the Construction Documents and Specifications to Lakeland School System for distribution to all prospective bidders in the form of addenda.

C. Organize and conduct a bid opening with Lakeland School System.

D. Review bids and provide recommendations to Lakeland School System.
Construction Phase Services

The Construction phase includes the Civil Engineering, Electrical Engineering, and Landscape Architectural services for providing support services for administration of the Contract for Construction between Lakeland School System and the Contractor.

We will provide administration of the Contract between the Owner and the Contractor as set forth below and in the General Construction Contract Conditions:

A. We will advise and consult with Owner's Representative during the construction phase services. We will have authority to act on behalf of Lakeland School System only to the extent provided in this agreement. We will 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 will we be responsible for the contractor's failure to perform the work in accordance with the requirements of the Contract Documents. We will not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor.

B. We will review and certify the amounts due the contractor and shall issue certificates in such amounts.

C. We will review and approve or take other appropriate action upon the contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with the Contract Documents, and further 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. Our review shall not constitute approval of safety precautions or, unless otherwise specifically stated by We of any construction means, methods, techniques, sequences or procedures.

D. We will assist the contractor with questions generated during the construction process.

E. Make visits to the site at intervals appropriate (no less than once every two weeks) to the various stages of construction as deemed necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, provide the services of a Periodic Construction Observer (and assistants as agreed) at the site to provide observation of such work. Based on information obtained during such visits and on such observations, endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and keep Owner informed of the progress of the work.

F. Conduct multiple on-site visits at substantial completion to provide a final comprehensive punch list of the project prior to final payment.
III. Exclusions to our scope of work:

A. Services required because of significant changes in the project, including changes in size, quality, complexity, schedule or methods of bidding.

B. Application fees and permit fees.

C. Geotechnical Engineering Services for Due Diligence Phase or Construction Documents Phase essential for building design criteria.

D. Quality Assurance Testing Services including but not limited to soils laboratory testing, concrete testing, and special inspections.

E. Phase I and Phase II Environmental Site Assessment

IV. Our proposed schedule and deliverables for the above referenced scope of services is as follows:

We will provide an anticipated Planning and Design schedule and deliverables within two weeks of the notice to proceed from Lakeland School System and discuss the schedule of design in support of the schedule established by Lakeland School System. The submittal dates to the city for the governmental approval process are all dictated by the actual start date.
V. Our proposed fee for the above referenced scope of services is as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Due Diligence Phase Services</td>
<td>$58,520.00</td>
</tr>
<tr>
<td>Conceptual Site Plan Phase Services</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>Surveying Phase Services</td>
<td>$66,000.00</td>
</tr>
<tr>
<td>Traffic Impact Study Phase Services</td>
<td>$15,600.00</td>
</tr>
<tr>
<td>Governmental Approval Phase Services</td>
<td>$18,400.00</td>
</tr>
<tr>
<td>On-Site Construction Documents Phase Services</td>
<td>$163,000.00</td>
</tr>
<tr>
<td>Off-Site Construction Documents Phase Services</td>
<td>$60,000.00</td>
</tr>
<tr>
<td>Bidding Phase Services</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>Construction Phase Services</td>
<td>$52,000.00</td>
</tr>
<tr>
<td>Reimbursable Expenses Allowance</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>(Printing, Plotting, Courier Services, Mileage)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Fee</strong></td>
<td><strong>$456,520.00</strong></td>
</tr>
</tbody>
</table>

**ADDITIONAL SERVICES**

Additional services shall consist of all services not included in the Basic Services as set forth above. No work will be performed beyond the services noted above without an express written agreement from Lakeland School System. Additional Services will be billed either on an hourly basis in accordance with the hourly rate schedule contained herein, or a negotiated fixed fee based on the scope of additional services requested.

<table>
<thead>
<tr>
<th>Employee or Category</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$175.00 / Hour</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$155.00 / Hour</td>
</tr>
<tr>
<td>Project Manager/Landscape Architect</td>
<td>$130.00 / Hour</td>
</tr>
<tr>
<td>Design Engineer</td>
<td>$155.00 / Hour</td>
</tr>
<tr>
<td>Construction Administrator</td>
<td>$95.00 / Hour</td>
</tr>
<tr>
<td>Intern Engineer/Landscape Architect</td>
<td>$70.00 / Hour</td>
</tr>
<tr>
<td>CAD Engineer/Landscape Architect</td>
<td>$70.00 / Hour</td>
</tr>
<tr>
<td>Land Surveyor</td>
<td>$120.00 / Hour</td>
</tr>
<tr>
<td>Survey Crew Member</td>
<td>$75.00 / Hour</td>
</tr>
<tr>
<td>Technical</td>
<td>$70.00 / Hour</td>
</tr>
<tr>
<td>Clerical</td>
<td>$45.00 / Hour</td>
</tr>
</tbody>
</table>
If this proposal and the Terms and Conditions attached hereto and incorporated herein satisfactorily set forth your understanding and the agreement between us, we would appreciate your signing the enclosed copy of this letter agreement in the space provided below and initialing the Terms and Conditions in the space provided and returning them to us.

This proposal will be open for acceptance until March 1, 2015. We look forward to working with you on this project and thank you for giving us the opportunity to submit this proposal.

If you have any questions, please call.

Sincerely,

Renaissance Group, INC. and A2H, INC.

Douglas W. Burris, AIA
Senior Vice President - Partner

Logan E. Meeks,
Partner – Vice President of Operations

LEM/ps

Enclosures

Attachment: Terms and Conditions
Exhibit A – Conceptual Site Plan

AGENT FOR: Lakeland School System

ACCEPTED BY: ____________________________________________

TITLE: __________________________________________

DATE: __________________________________________
TERMS AND CONDITIONS

1. The parties agree that LAKELAND SCHOOL SYSTEM is solely responsible for payment in accordance with the following terms. RENAISSANCE GROUP, INC. and A2H, INC. (hereinafter sometimes "the Consultant") shall submit monthly invoices for work in progress. Payment shall be due upon receipt. Invoices more than 30 days old will be subject to a finance charge of 1.5% per month. The Consultant shall have the right to cease work if payment is not received within 45 days of each invoice. In addition, LAKELAND SCHOOL SYSTEM agrees to pay any and all legal expenses and other costs incurred in the collection of any overdue amount.

2. In the event of any litigation arising from or related to this agreement or the services provided under this Agreement, the "prevailing party" shall be entitled to recover from the "non-prevailing party" all reasonable legal expenses and attorney's fees incurred in such litigation. For the purposes of this provision, a party asserting a claim shall be considered the "prevailing party" only if it recovers 50% or more of the amount claimed. If it does not, the claimant shall be the "non-prevailing party."

3. LAKELAND SCHOOL SYSTEM shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless LAKELAND SCHOOL SYSTEM has first provided the Consultant with a written certification executed by an independent Consultant currently practicing in the same discipline as the Consultant and licensed in the State of Tennessee. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certification shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause takes precedence over any existing state law in force at the time of the claim or demand for arbitration.

4. The Consultant shall commence services within seven (7) days of receiving executed acceptance of this agreement from LAKELAND SCHOOL SYSTEM along with all project information needed to commence services. The Consultant shall perform the work with due diligence commensurate with sound professional practice.

5. In preparation of Contract Documents, the Consultant is entitled to rely upon the accuracy and completeness of information (electronic or otherwise) furnished by LAKELAND SCHOOL SYSTEM, or its independent architect or other consultants. Such information includes but is not limited to topographic and/or boundary surveys, grading and drainage plans, building information, geotechnical reports, dimensions of existing construction, property datum, and zoning and land use information. The Consultant is not responsible for recommendations or criteria provided in the geotechnical report. Such recommendations include, but are not limited to, foundation design criteria, anticipated movement criteria, and proposed construction methods.

6. Notwithstanding any other provision of this agreement or the parties' contract, in providing services under this agreement, the Consultant shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

7. Construction Documents are by necessity drawn to a small scale and in many cases schematic in nature. Construction Documents cannot be perfectly prepared. Drawings and specifications need continually to be interpreted and clarified, and sometimes must be corrected or updated. Accordingly, if LAKELAND SCHOOL SYSTEM does not engage the Consultant for full customary Construction Administration of this Project, LAKELAND SCHOOL SYSTEM agrees to indemnify, release and hold harmless the Consultant and its employees and consultants from and against any claims of liability arising from defects in the design and/or construction work.

8. In the event LAKELAND SCHOOL SYSTEM should require Consultant to perform construction administration services, LAKELAND SCHOOL SYSTEM acknowledges that the purpose of construction observation by the Consultant is to ascertain in general whether the work when complete will be in substantial compliance with the Contract Documents. In no event shall the Consultant perform exhaustive or continuous inspection. The Consultant is not responsible for, and shall not have control of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor will it be responsible for the contractor's failure to carry out the construction work in accordance with the Contract Documents. The Consultant shall not be responsible for, nor have control or charge over the acts or omissions of the Contractor, Subcontractor, nor any of their agents or employees, or any other person performing any of the construction work. The Consultant shall not have the authority nor the responsibility to supervise or direct the construction work.

9. The Consultant's review of shop drawings is solely to determine whether the submittal generally conforms to the design concept expressed in the Contract Documents and is not to verify dimensions and quantities.
10. **LAKELAND SCHOOL SYSTEM** acknowledges the reports, plans, specifications, field data and notes and all other documents prepared by the Consultant, including all documents on electronic media, are instruments of professional service that shall remain the property of the Consultant. **LAKELAND SCHOOL SYSTEM** shall not reuse, make, or permit to be made, any modifications to the plans and specifications without the prior written authorization of the Consultant. **LAKELAND SCHOOL SYSTEM** agrees to indemnify, release, and hold harmless the Consultant from any claims arising from any unauthorized reuse or modification of the plans and specifications.

11. The Consultant makes no warranties, either expressed or implied, of merchantability, fitness for use for any particular purpose, or of any other nature or type. In no event shall the Consultant be liable to **LAKELAND SCHOOL SYSTEM** for any loss of profit, loss of use, or any other consequential damages.

12. If there are protracted delays for reasons beyond the control of the Consultant, the Consultant's compensation shall be equitably adjusted.

13. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that may be due) without the prior written consent of the other party. The Consultant shall be permitted to subcontract portions of the professional services required under this agreement to properly qualified subconsultants.

14. This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, by either party, the Consultant shall be paid for all services rendered and all reimbursable expenses up to and through the date of termination.

15. The fees charged by the Consultant have been structured in part in reliance upon the agreement and covenant of the **LAKELAND SCHOOL SYSTEM** that the liability of the Consultant for any defects in the services provided hereunder shall be limited to the total fee the Consultant charged for services rendered on the project.

16. In the event of defects in the services performed by the Consultant for which the Consultant is liable to **LAKELAND SCHOOL SYSTEM**, the measure of damages may include the cost of remediation work, but shall not include the cost of work that adds value to the project for which **LAKELAND SCHOOL SYSTEM** would have been obligated to pay if the services had not been defective.

17. Any and all suits for any breach of this agreement shall be instituted and maintained in any Court of competent jurisdiction in Shelby County, Tennessee and both parties expressly consent to the jurisdiction of such Court.

18. If any portion of this agreement shall in any way become violative or prohibited by or under applicable laws, that provision or part hereof shall be ineffective and void to the extent of such violation or prohibition without invalidating any of the remaining provisions of this agreement.

19. In the event **LAKELAND SCHOOL SYSTEM** consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Consultant, **LAKELAND SCHOOL SYSTEM** acknowledges that such changes, and the results thereof, are not the responsibility of the Consultant. Therefore, **LAKELAND SCHOOL SYSTEM** agrees to release the Consultant from any liability arising from such changes. In addition, **LAKELAND SCHOOL SYSTEM** agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

20. Original signed, sealed reproducible documents are the actual Contract Documents and any electronic copies provided to the Client are the Client's convenience. In the event there is a discrepancy between the original signed, sealed documents and the electronic copy, the original signed, sealed reproducible documents shall take precedence.

21. The proposal represents the entire understanding between **LAKELAND SCHOOL SYSTEM** and **RENAISSANCE GROUP, INC. and A2H, INC.** in the respect to the project and may be modified only by a writing signed by both parties.

22. If in the event that an executed copy of this agreement is not returned to our office, but payment is received for services rendered during the course of the project, the parties agree that these terms and conditions shall be binding upon the parties.

**Accepted by LAKELAND SCHOOL SYSTEM:**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

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