

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:

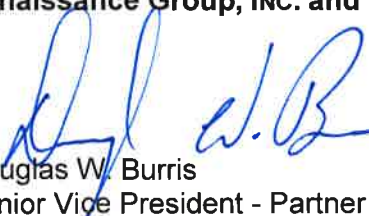
Renaissance Group, Inc. and A2H, Inc. are in receipt of your Request for Proposal for Professional Services for the development of the Lakeland Prep campus project. A2H and Renaissance Group are fully prepared to support the Lakeland School System in this project and we look forward to the opportunity.


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.


Douglas W. Burris
Senior Vice President - Partner


Logan E. Meeks,
Partner – Vice President of Operations

LEM/pjs

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:

Due Diligence Phase Services	\$ 58,520.00
Conceptual Site Plan Phase Services	\$ 12,000.00
Surveying Phase Services	\$ 66,000.00
Traffic Impact Study Phase Services	\$ 15,600.00
Governmental Approval Phase Services	\$ 18,400.00
On-Site Construction Documents Phase Services	\$163,000.00
Off-Site Construction Documents Phase Services	\$ 60,000.00
Bidding Phase Services	\$ 8,000.00
Construction Phase Services	\$ 52,000.00
Reimbursable Expenses Allowance (Printing, Plotting, Courier Services, Mileage)	\$ 3,000.00
Total Fee	\$ 456,520.00

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.

Employee or Category	Rate
Principal	\$ 175.00 / Hour
Project Engineer	\$ 155.00 / Hour
Project Manager/Landscape Architect	\$ 130.00 / Hour
Design Engineer	\$ 155.00 / Hour
Construction Administrator	\$ 95.00 / Hour
Intern Engineer/Landscape Architect	\$ 70.00 / Hour
CAD Engineer/Landscape Architect	\$ 70.00 / Hour
Land Surveyor	\$ 120.00 / Hour
Survey Crew Member	\$ 75.00 / Hour
Technical	\$ 70.00 / Hour
Clerical	\$ 45.00 / Hour

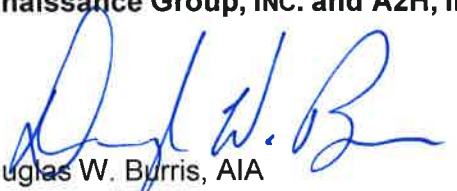
If this proposal and the Terms and Conditions attached hereto and incorporated herein satisfactorily set forth your understanding and the agreement between us, we would appreciate your signing the enclosed copy of this letter agreement in the space provided below and initialing the Terms and Conditions in the space provided and returning them to us.

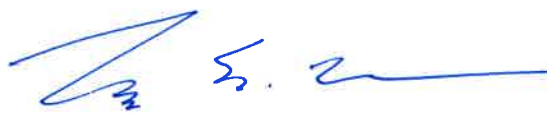
This proposal will be open for acceptance until **March 1, 2015**. We look forward to working with you on this project and thank you for giving us the opportunity to submit this proposal.

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 data, 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.

Initials

Date

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** :

Signature

Date