Four Winds
SARATOGA
a psychiatric health system

2014 - 2015

TUTORIAL CONTRACT

Cherry Valley-Springfield CSD
597 County Hwy 54
Cherry Valley NY 13320

agrees to pay for tutorial services provided by Four Winds to students who are:

1. Eligible for public education.
2. Residents of the district.
3. Currently in our inpatient treatment programs at Four Winds.

The district will pay thirty-two dollars and zero cents ($32.00) an hour for instruction according to the following schedule:

1. Ten (10) hours per week for students in the middle and high school.
2. Five (5) hours per week for students in elementary school.

_____
Signature

_____
Title

_____
Phone Number

_____
Date

office use only . do not write in this space . do not fold, mutilate, or spindle.

form: avrlib/schfrm12/s_contract rev. 12/10/2007

CD122-EDU-002

30 Crescent Avenue • Saratoga Springs, New York 12866 • 518-584-3600 • 1-800-888-5448 • www.fourwindshospital.com • Facsimile 518-584-3127

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of September, 2014, by and between **Cherry Valley Springfield Central School District**, whose mailing address is **Route 54, Cherry Valley, New York 13320** ("Facility"), and **NPORT REGISTERED NURSING, PHYSICAL AND OCCUPATIONAL THERAPY AND SPEECH-LANGUAGE PATHOLOGY SERVICES, PLLC** ("Agency").

RECITALS:

WHEREAS, Agency provides rehabilitation staffing referral services to long-term care and skilled healthcare facilities for the care of sick, afflicted, and injured persons;

WHEREAS, Agency employs or contracts with one or more health care practitioners, including but not limited to physical therapists, physical therapy assistants, occupational therapists, occupational therapy assistants, and speech-language pathologists (collectively "Practitioners") to provide therapy services at such facilities;

WHEREAS, all Practitioners are licensed in the State of New York and practice under the regulations set forth by the New York State Department of Education; and

WHEREAS, Facility desires to retain the services of Agency to provide Practitioners for the performance of professional services at Facility ("Professional Services"), and Agency desires to provide Practitioners to perform such services at Facility as hereinafter set forth.

AGREEMENT:

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. Responsibilities of Agency. Agency shall arrange for the provision of the Professional Services of those types of Practitioners listed on Exhibit A attached hereto to patients of the Facility, upon request by the Facility. Agency shall also provide the following services to Facility relating to the Practitioners:

(a) Screen the Practitioners to determine whether they are qualified to perform Professional Services, and obtain documentation for the Facility, in accordance with the requirements established by the Facility, provided that the Facility has the ultimate right to accept or reject any Practitioner.

Agency shall verify that each Practitioner is licensed to practice in the State of New York and meets all the qualifications for clinical privileges to practice at the Facility.

(b) Act as a liaison between the Facility and any independent contractor Practitioners ("IC Practitioners");

(c) Replacements. In the event that any Practitioner ceases to provide services at the Facility for any reason, Agency shall use its best efforts to locate a replacement Practitioner.

(d) Standards of Practice. Agency shall only provide Practitioners who agree to perform all services in accordance with (i) accepted standards of practice; (ii) all policies, rules, regulations and bylaws of the Facility (except for those that are applicable to employees only); (iii) all applicable provisions of law and other rules and regulations of any and all governmental authorities; and (iv) all standards of The Joint Commission.

(f) Agency shall confirm that each Practitioner will serve all patients/residents regardless of sex, race, sexual preference, age, creed, national origin, disabled or ability to pay.

2. Responsibilities of Facility. Facility shall establish the general objectives as well as the administrative guidelines necessary for the performance of Professional Services by Practitioners, including but not be limited to, hours and days of work, and notice requirements related to Practitioner absence or discontinuation. Facility's quality assurance program members shall evaluate the quality of Professional Services and report the results of such evaluations to Facility's governing body.

3. Payment for Services. Each Practitioner shall submit a timesheet to the Facility at which the service was rendered, and the Facility's authorized designee shall sign the time sheet. Agency shall invoice the Facility for all such Professional Services. Fees are subject to change annually, commencing on the one year anniversary date of this Agreement and upon each subsequent anniversary date thereafter during the term of this Agreement. The pricing set out in "Exhibit A" shall be adjusted on each such date by the increase in the national consumer price index issued by the United States Government Bureau of Labor Statistics for all Urban Consumers, medical care, for the United States of America, for the twelve month period ending in the month in which such calculation is made. Agency shall notify the Facility of an adjustment on or about the contract effective date in each succeeding year, unless the Facility gives written notice of termination prior to the effective date of the change pursuant to this Agreement, in which case the prior fees will remain in effect during the ninety (90) day termination period.

4. Payment.

(a) All amounts due hereunder shall be paid within thirty (30) days of the invoice for services rendered. A fee of 0.75 percent (0.75%) per month shall be charged for delinquent payments. Should the Facility dispute any portion of an invoice, it must notify Agency of such dispute in writing within 15 days after the invoice date. Failure to notify Agency within this 15 day period shall be deemed an agreement by Facility to pay Agency in full for the invoice. Further, since Agency renders payment to IC Practitioners on behalf of the Facility, the Facility shall provide Agency with all the required documentation on which the Facility has based its dispute of the invoice. Such documentation shall be presented to Agency within 20 days after the date of invoice. In no case shall an adjustment be made by the Facility without such documentation, unless agreed to in writing by Agency.

(b) In the event that either party initiates a lawsuit or arbitration to enforce the terms of this Agreement, the prevailing party in such proceeding (including any appeals) shall be entitled to recover its reasonable attorneys' fees and costs.

5. Insurance. Agency and Facility shall maintain at all times during the term of this Agreement professional liability insurance and general liability insurance in the amounts customarily carried by providers of services in the community where Facility is located. Upon request of the other party, the non-requesting party shall provide a copy of its insurance policy or a certificate of insurance evidencing such coverage. Agency shall verify that each IC Practitioner is covered by insurance insuring such Practitioner against liability for rendering or failing to render Professional Services.

6. Relationship of Parties. The relationship between the parties shall at all times be that of independent contractors. No provision of this Agreement is intended to, or shall be construed, to render one party an employee, servant or partner of the other.

7. Status of Practitioners.

(a) No Practitioner rendering services to patients of Facility under this Agreement shall be considered an employee of the Facility.

(b) It is understood and agreed that IC Practitioners shall be responsible for payment of their own federal, state and local income taxes and employments taxes, and benefits, including, but not limited to, unemployment, workers compensation, and disability insurance. Neither Facility nor Agency shall be responsible for any fringe benefits, costs or expenses for such Practitioners. Neither Facility nor Agency will be in any way liable for any wages, federal, state and withholding tax requirements for any such Practitioner or for compliance with applicable disability insurance, social security and unemployment insurance laws for any such Practitioner.

(c) Agency shall pay all wages of the Practitioners that it employs ("Employee Practitioners"), and shall provide all benefits required with respect to such Practitioners. Agency shall pay all federal, state and municipal taxes with respect to Employee Practitioners, including federal social security, workers compensation and state unemployment compensation taxes.

8. Health Information Portability and Accountability Act. Agency and Facility are covered entities as defined in the 1996 Health Information Portability and Accountability Act ("HIPAA") and the regulations promulgated thereunder, and as such shall comply with all applicable aspects of HIPAA and will treat all protected health information in accordance with the provisions of HIPAA.

9. Non-Solicitation. Facility recognizes the time and expense necessary for Agency to recruit and train the Practitioners and Agency's legitimate business interest in protecting this investment. Accordingly, during the term of this Agreement and for a period of (1) one year following the termination of this Agreement for any reason whatsoever, Facility and its affiliates

shall not, directly or indirectly, for Facility or on behalf of any other person or business entity: (a) solicit, recruit, entice, or persuade any IC Practitioner or Employee Practitioner to leave the employ of Agency or to contract with Facility or any third party; or (b) employ or use as an independent contractor any individual who was employed or utilized as a contractor by Agency at any time during the 12 months prior to such proposed employment or contracting. "Indirectly employ" shall include, but not be limited to, Facility contracting with or receiving services from another provider who employs or contracts with any person who was employed by or contracted with Agency and provided Professional Services to Facility within the previous 12 months.

10. Practitioner Conversion Fee. Notwithstanding Section 9, should Facility wish to convert an Agency IC Practitioner or Employee Practitioner onto its Facility staff within (1) one year after the last assignment that such Practitioner worked at Facility through Agency, Facility shall pay Agency a conversion fee of $20,000 per converted Practitioner.

11. Confidential Information. For purposes of this Agreement, the term "Confidential Information" shall include any information pertaining to the business of the Facility or Agency or any parent, subsidiary, or affiliate of Facility or Agency that is not readily available through the public domain, including this Agreement and all exhibits, documents and information related to this Agreement. The parties agree and acknowledge that Confidential Information of the other is or may be disclosed to them and that it constitutes valuable business information developed at great expenditure of time, effort and money. Agency and Facility shall not, either during the term of this Agreement or thereafter, use Confidential Information for any purpose other than the performance of such party's duties under this Agreement. Agency agrees to keep strictly confidential and hold in trust all Confidential Information and agrees not to disclose or reveal such information to any third party without the express prior written consent of the party to which the information relates, provided that Agency may release such information (i) to its legal and financial advisors if they agree to keep such information confidential, (ii) to enforce the performance of this Agreement or to defend any claim relating to this Agreement, or (iii) to the extent required by law.

(a) Confidential Information. Agency agrees that it shall provide in any agreement it has with IC Practitioners that such Practitioners shall comply with the foregoing terms regarding confidentiality.

(b) Remedies. The parties recognize and acknowledge that the restrictions and limitations on their activities contained herein are required for the parties' reasonable protection. In the event of a breach of the covenants contained in this Section 11, the non-breaching shall be entitled, if it so elects, to (i) institute and prosecute proceedings at law or in equity to obtain damages with respect to such breach, and/or (ii) enforce the specific performance of these covenants, and/or (iii) enjoin the offending party from engaging in any activity in violation of this Agreement, whether threatened or actual, without proving actual damages and without posting bond or other security.

12. Terms and Termination. Except as otherwise stated herein, this Agreement shall continue in effect until terminated pursuant to this Section. Either party may terminate this Agreement without cause effective at any time by giving the other party written notice at least ninety (90) days prior to the effective date of termination. Either party may terminate this

(c) Governing Law; Severability. This agreement shall be construed and enforced pursuant to the laws of the State of New York. The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision.

(d) Assignment. Except as provided to the contrary in this Agreement, the rights and obligations of the parties hereunder may not be assigned or delegated without the prior written consent of the other party.

(e) Effective Date. This Agreement shall be effective for all purposes as of September 1, 2014.

(f) Waivers. No failure or delay to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. No single or partial exercise of any right, power or privilege under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies specified in this Agreement are not exclusive of any rights or remedies that the parties would otherwise have.

(g) Notices. All notices, consents, statements, requests and demands required or permitted hereunder shall be in writing and shall be deemed to have been properly given to a party if and when delivered personally or mailed postage prepaid to the party at the address set forth below, or at such other address as the party may have designated by written notice to the other party given in accordance with this Section.

If to Agency: NPORT
c/o VTA Management Services, LLC
3041 Avenue U 1st floor
Brooklyn, New York 11229
Attn: Chief Operating Officer

If to Facility: Cherry Valley Springfield Central School District
Route 54
Cherry Valley, New York 13320
Attn:

(h) Access to Records. To the extent required by Section 1861(v)(1)(I) of the Social Security Act and its implementing regulations, until the expiration of four years after the furnishing of the services provided under this Agreement, Agency will make available to the Secretary of the U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If Agency carries out the duties of the Agreement through a subcontract worth $10,000 or more over a 12 month period with a related organization, the subcontract will also contain an access clause

to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.

(i) Survival of Warranties. All representations and warranties made by Facility herein shall survive the termination of this Agreement.

(j) Headings. The paragraph headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document.

(l) Administrative Services of Agency. By executing this Agreement, Facility acknowledges and consents to the fact that Agency may contract with third-party administrators from time-to-time to administer the non-clinical aspects of Agency's business.

(m) Representation by Legal Counsel. Both parties acknowledge and agree that each party has had the benefit of competent, independent legal counsel and other advisors, and that each party has had an equal right to negotiate the terms and participate in the drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(n) Certification. Facility represents and warrants to Agency that neither it nor its principals is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Medicare or Medicaid programs or this Agreement by any federal department or agency or by the state. Facility shall notify Agency immediately if this representation and warranty becomes untrue for any period of time during the term of this Agreement.
The Agency represents and warrants to the Facility that neither it nor its principals is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Medicare of Medicaid programs or this Agreement by any federal department or agency or by the state. Agency shall notify the Facility immediately if this representation and warranty becomes untrue for any period of time during the term of this agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

FACILITY:	**AGENCY:**
Cherry Valley Springfield Central School District	**NPORT REGISTERED NURSING, PHYSICAL AND OCCUPATIONAL THERAPY AND SPEECH-LANGUAGE PATHOLOGY SERVICES, PLLC**
By:	By:_____
Name:_____	Name: Wendy Deane
Title:_____	

EXHIBIT A

LIST OF PRACTITIONER SERVICES AND FEES
Sept 2014-June 2015

Physical Therapy	$65.00 per 30 minute treatment

AGREEMENT BETWEEN BASSETT MEDICAL CENTER AND CHERRY VALLEY-SPRINGFIELD CENTRAL SCHOOL

Agreement dated August 15, 2014 between Cherry Valley-Springfield Central School (the "School"), PO Box 485, Cherry Valley, NY 13320 and The Mary Imogene Bassett Hospital d/b/a Bassett Medical Center (formerly doing business as Bassett Healthcare), 1 Atwell Road, Cooperstown, NY 13326.

WHEREAS, the School wishes to retain MIBH for the purposes of providing a Sports Medicine Program; and

WHEREAS, MIBH in turn desires to provide such services.

NOW, THEREFORE, the parties hereto agree as follows:

A. MIBH will designate a member of its Bassett Healthcare Certified Athletic Trainer Staff [the "MIBH Employee(s)"] to perform/coordinate the services for the School described above.

The duties of the MIBH Employee(s) shall:

1. include the provision of a sports medicine program by an Athletic Trainer certified in accordance with 8NYCRR79-7 and 8NYCRR 135.5 (d), including:
    a. injury assessment
    b. recommending when an athlete requires treatment by a physician
    c. recommending follow-up with a physician

2. in no way substitute for those of a physician.

3. in no way be responsible for an emergency situation. In an emergency situation, the School's pre-existing emergency plan should be followed.

4. be provided on dates and times in support of school athletic activities to be established in advance by the School.

The duties of the School shall be:

1. provision of medical supplies if an athlete has any special medical supply needs such as taping, bandaging, padding or wrapping on a regular basis.

2. provision and potential to implement an emergency plan in an emergency situation.

B. The MIBH Employee(s) will visit the School to perform the services described in the first recital paragraph hereof on predesignated days.

C. MIBH will bill the School on an annual basis, at a rate of $300 per year, for time spent in fulfilling the duties described above. Said rate shall be reviewed annually by both the School and MIBH.

D. This Agreement in no way establishes an agency relationship between the School and MIBH. Each party shall maintain its independence and separate identity and each party shall have exclusive control of its management, employees, staff, policies and assets. Neither party assumes any liability for the acts of the other party.

E. Term: The term of this contract shall be for one school year period, commencing August 15, 2014 and ending June 16, 2015 shall terminate immediately if either party fails to maintain in good standing its licensure, certification or accreditation. Such party shall immediately inform the other party in writing to be delivered per the terms noted under Paragraph J.

F. The parties hereto shall hold harmless and indemnify the other party and its agents, servants, employees, directors and trustees from and against any loss, damage, liability or claim (or action in respect thereof) and any cost or expense, including attorneys' fees, in connection with any such loss, damage, liability, claim or action, that it or its agents, servants, employees, directors or trustees may suffer from any claim, demand, suit or action against it or them by reason of any act or failure to act on the part of the indemnifying party or its agents, servants, employees, directors or trustees in connection with or arising out of this Agreement.

G. Each party shall maintain comprehensive liability insurance and MIBH will maintain malpractice insurance coverage acceptable to the other party either in the form of a self-insurance program or in the form of a policy purchased from an insurance company. The insurances shall be acceptable to the other party in the form of a self-insurance program or in the form of a policy purchased from an insurance company. Each party shall have the right to inspect during normal business hours documents in relation to such insurance coverage.

H. Modification: This is the entire Agreement. There shall be no oral modifications to this contract, and any modifications or amendments of the terms of this contract shall not be binding unless executed in writing by the parties hereto. The terms of this Agreement supersede any oral representations previously made.

I. Governing Law: This agreement shall be governed by the laws of the State of New York and in particular, but without limitation, 8NYCRR 135.4 (d).

Notwithstanding any other provisions in this contract, the parties hereto remain responsible for ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

J. Termination: The Agreement may be terminated by either party by notice in writing of termination delivered personally or sent by registered mail addressed to the other party at its then principal office. Such notice shall be so delivered or mailed at least 90 days prior to the intended termination date.

IN WITNESS WHEREOF, each of the parties hereto has caused it corporate seal to be hereunto affixed and these presents to be signed by their duly authorized officers the day and year first above written.

CHERRY VALLEY-SPRINGFIELD CENTRAL SCHOOL

By:_____
Timothy Ryan
Superintendent of Schools

16-1308659
Tax ID Number

BASSETT MEDICAL CENTER

By:_____
Bertine C. McKenna, PhD
Executive Vice President & COO

Agree 120i, formerly 012591

AIA® Document B104™ – 2007

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

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

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

Cherry Valley-Springfield Central School District
597 County Route 54
Cherry Valley, NY 13320
Telephone Number: (607) 264-3265
Fax Number: (607) 264-3458

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

Griffith Dardanelli Architects, P.C.
670 Franklin Street, Suite 201
Schenectady, New York 12305
Telephone Number: (518) 370-0767
Fax Number: (518) 370-0769

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

Emergency Sewage Treatment System Repairs at the Main Building (GDA 2414)

The Owner and Architect agree as follows.

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

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

Init.
/
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TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:
(State below 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, and other information relevant to the Project.)

Architect's Consultant:
LM Associates
143 Albert Road (PO Box 111)
Delanson, New York 12053

§ 1.2 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

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

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.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. 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.

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§ 3.1.2 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. 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.

§ 3.1.3 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 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 discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and 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 Project requirements.

§ 3.2.3 The Architect shall consider the relative 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 schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

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

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

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the 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 3.4.4.

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

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

§ 3.3.4 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.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 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

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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.

§ 3.4.1.3 Subject to Section 4.2, 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.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, 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 observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 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.

§ 3.4.2.4 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.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 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 3.4.2 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.

§ 3.4.3.2 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.

§ 3.4.4 SUBMITTALS

§ 3.4.4.1 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.

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§ 3.4.4.2 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.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

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 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

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.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

§ 4.2 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 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services site visits over the duration of the Project during construction as appropriate for the project scope..

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

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

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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 thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 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 require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 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.

§ 5.6 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.

§ 5.7 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.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 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

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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 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 current 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.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining 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.

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§ 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 A107™–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. 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 9.6.

§ 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 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. 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.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] 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 the Agreement.

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

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

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

§ 8.3.4 CONSOLIDATION OR JOINDER

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

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

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

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.

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§ 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.

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 A107–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 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 or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of 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 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. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

§ 10.8 The Architect shall provide and maintain insurance acceptable to the Owner at the Architect's sole cost and expense for the duration of this agreement, and any extension thereof as follows:

§ 10.8.1 Commercial General Liability in the amount of $1,000,000 per occurrence and $2,000,000 annual aggregate.

§ 10.8.3 Workers' Compensation in the amounts acceptable to the Owner.

§ 10.8.4 Professional Liability in the amount of $1,000,000 per occurrence and $3,000,000 annual aggregate

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation shall be on hourly rates per § 11.7; with a Not-To-Exceed amount of $10,000.00

§ 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.)

To be negotiated if additional services are required.

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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly rates per § 11.7

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus **eighteen** percent (**18** %), or as otherwise stated below:

(Table deleted)
(Paragraph deleted)
§ 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.)

Employee or Category	Rate
Architect, Principal	**$120.00**
Project Manager	**$ 75.00**
CAD Operator	**$ 50.00**

§ 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;
- **.7** Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- **.8** Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- **.9** All taxes levied on professional services and on reimbursable expenses;
- **.10** Site office expenses; and
- **.11** Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **Zero** percent (**0** %) of the expenses incurred.

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§ 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:

$1,000.00

§ 11.10 PAYMENTS TO THE ARCHITECT
§ 11.10.1 An initial payment of **Zero Dollars and Zero Cents ($ 0.00)** shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 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.)

%

§ 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 off set 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:

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 incorporates the following documents listed below:
(List other documents, if any, including additional scopes of service and AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

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

OWNER	**ARCHITECT**
(Signature)	*(Signature)*
	Sandra J. Dardanelli, AIA, President
(Printed name and title)	*(Printed name and title)*

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Employment Contract of the
Superintendent of Schools and
Cherry Valley-Springfield Central School District
2013 - 2017

The parties to this contract are the **Board of Education of the Cherry Valley-Springfield Central School District,** Cherry Valley, New York, (hereinafter referred to as the "Board") and Timothy R. Ryan, residing at 69 West main Street Norwich, NY 13815 (hereinafter referred to as the "Superintendent").

The Board has appointed Timothy R. Ryan as Superintendent of Schools of the **Cherry Valley-Springfield Central School District** (hereinafter the "District"). The parties have agreed upon the terms of employment of the Superintendent and enter into this contract pursuant to Education Law § 1711.

In Consideration Thereof, of the covenants and agreement set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. Employment

The Board hereby employs the Superintendent and the Superintendent hereby accepts employment as Superintendent of Schools of the District upon the terms and conditions contained in this contract.

2. Duties and Powers

The Superintendent shall perform all duties and exercise all powers of the position as prescribed by Education Law § 1711 and other laws, rules and regulations of the State of New York and by the Board in its By-Laws, Policies, regulations and other Board directives, all as may be modified from time to time. The Superintendent shall be the Chief Executive Officer of the District and of its educational system. The Superintendent shall not accept any remunerated employment or paid consultancies from other employers during the term of this contract without prior approval of the Board. Without limitation of such duties and powers, the parties agree: that the Superintendent shall have freedom to organize, reorganize and arrange the administrative and supervisory staff as in his judgment best serves the District with notice to the Board; that he shall, with the assistance of his staff, administer the instructional and business affairs of the District; and that he shall have the responsibility for selection of personnel, subject to Board approval, and for placement, transfer and discipline of personnel, subject to any necessary Board approval. The Superintendent shall be notified of and shall have the right to attend all meetings of the Board, including executive sessions of the Board, except that the Board may exclude the Superintendent from any portion of a meeting during which they are discussing his performance or salary.

3. Terms and Extensions

The term of this contract is from December 1, 2013 through June 30, 2017, unless sooner terminated in accordance with its terms. It may be extended by mutual written agreement.

No later than the first BOE meeting in June in each year of this agreement, or in any extension hereof, the Board shall meet to consider extending the term of the Superintendent's employment for an additional one-year period. At such time, a motion to extend the term of this Agreement for an additional one-year period will be moved, seconded and voted upon by the Board. If the Board fails to act by the first BOE meeting in June, the Superintendent may require it do so at its next regularly scheduled Board meeting. It is the parties' expectation that the Superintendent's term of employment will be renewed at the time of such Board consideration, provided the Superintendent has previously rendered competent and efficient service and faithfully discharged the duties of his position as described herein.

Any extension of the term of the Superintendent's employment shall be in the form of an amendment to this Agreement; and shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by the parties.

4. Salary

For the school year 2013-2014, the annual salary of the Superintendent shall be $110,000 and it shall be paid on a pro-rated basis. Annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment to other full-time administrative employees of the District. Annual salary for each school year after 2013-2014 shall be established annually (prior to July 1) by written agreement of the parties, but in no event shall such salary be less than the salary of the preceding school year. Salary shall be pro-rated for any partial school year.

5. **Criticisms & Complaints:** The Board, individually and collectively, shall promptly and discretely refer to the Superintendent, in writing for his study and recommendation, any and all criticisms, complaints, suggestions, communications or comments regarding the administration of the District or the Superintendent's performance of his duties.

6 Allowances and Benefits

a. Vacation

The Superintendent shall receive twenty (20) work days paid vacation each school year, exclusive of holidays, prorated for the 2013-14 school year. The Superintendent shall provide the Board reasonable notice of intended vacation dates. Vacation will be deemed immediately available to use in the 2013-14 school year and be available July 1in all subsequent years. The Superintendent may carry over five days from year to year, but the total of all vacation days available to the Superintendent shall not exceed twenty-five. The

Superintendent may be reimbursed by the District for five accumulated vacation days once each school year at the rate of 1/240th of his salary. If the Superintendent separates from employment with the District for any reason before the end of the school year, vacation time shall be prorated and adjusted through appropriate payment or deduction in the final check. Vacation shall be taken within the school year in which it is earned and shall be lost if not taken unless the parties agree otherwise. There shall be no payment for unused vacation.

b. Automobile

The Board shall provide a school vehicle when available for the Superintendent's use for school business travel not involving common carriers, which the Superintendent shall use for such purpose.

The District shall reimburse the Superintendent for mileage at the IRS rates when he is required to use his personal car in the performance of his official duties as Superintendent.

c. Professional Memberships

The Board encourages the Superintendent to participate in activities which provide for personal and professional growth or will bring recognition to the District. The Board will pay fees for the Superintendent's membership in the following organizations:

1. New York State Council of School Superintendents.
2. Rural Schools Association
3. The American Association of School Administrators

Expenses for attendance by the Superintendent at professional conferences and activities of such organizations shall be included in the annual District budget. The Superintendent shall seek Board approval for all such conferences, and shall report to the Board on such conferences.

d. Expense Reimbursement

The Board will pay or reimburse the reasonable expenses necessarily incurred by the Superintendent in connection with the employment, provided that the Superintendent submits appropriate documentation on a timely basis in accordance with District policy and practice.

e. Indemnification and Counsel

The Board has provided the benefit of Public Officers Law § 18 to employees of the District. The Board agrees that it shall continue to provide the defense and indemnification provisions provided by such statute for the benefit of the Superintendent during the term of this contract, and that such provisions shall supplement and be available to the

Superintendent in addition to defense or indemnification protection conferred by any other statute or enactment. In order to obtain the protection referred to herein, the Superintendent must deliver the original or a copy of any summons, complaint, process, notice, demand, pleading or other document asserting the claim to the District Clerk (with a copy to the Board President) within ten (10) days after service thereof on the Superintendent, together with a written request to provide for defense of the Superintendent, who must give full cooperation in the defense thereof and must comply with all provisions of Public Officers Law § 18.

f. Other Benefits

i. Health Insurance/Dental Insurance - The District will pay 80% of the premium for individual or 80% of the premium for family health insurance for the Superintendent in the district's health, prescription and dental insurance programs. Such coverage is to commence December 1, 2013.

ii. Sick Days -- The Superintendent shall be permitted with twelve (12) paid days annually for absence caused by personal or family illness. Family shall mean the Superintendent's parents, spouse, children, or other relatives who are members of the Superintendent's household. The Superintendent may accumulate unused sick days in any year. The total number of sick days which the Superintendent may accumulate shall not exceed 180.

iii. Holiday -- The Superintendent shall be entitled to the following thirteen (13) paid holidays each school year, which shall not be cumulative: Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving and Day After, Christmas Eve, Christmas Day, New Years Day, Martin Luther King, President's Day, Good Friday and Memorial Day.

iv. Personal Days—The Superintendent shall be entitled to four (4) paid days annually as personal days. Personal days do not accumulate.

v. Health Insurance Upon Retirement – Providing that the Superintendent has provided 10 years of service to the district, the District will pay 80% of the premium for individual or 80% of the premium for family on any policy of health insurance, including prescription coverage in force at the time of the Superintendent's retirement from service with the District. Such payment will continue so long as the health insurance policy provided by the District remains the primary health insurance policy insuring the Superintendent. For purposes of this paragraph, "retirement" means ordinary or disability retirement from the Teachers' Retirement System of the State of New York. The District will not be responsible for any payment under this clause if the Superintendent is employed by any other employer which provides health insurance for its employees, except that the responsibility for payments under this policy will continue if the Superintendent is an interim

Superintendent not eligible for benefits in another school district after his retirement from the Cherry Valley-Springfield Central School District.

vi. Bereavement Leave:

1. The Superintendent shall be entitled to five (5) days of paid leave due to a death in his immediate family. "Immediate family" is defined as a parent, grandparent, brother, sister, spouse, children, father-in-law, mother-in-law, brother-in-law, sister-in-law, or any relative or person living in the Superintendent's household.

2. If the death occurs while the Superintendent is on sick or vacation leave, the days used for the bereavement leave shall not be deducted from his accumulated sick leave

3. The District may grant additional bereavement leave days in circumstances where it determines that such additional leave is necessary and justified. The additional leave will be taken from the Superintendent's sick leave accrual.

7 Annual Review

The parties shall meet no later than the first Board of Education meeting in September each school year (January Board of Education meeting for the 2013-14 school year) to mutually agree upon the goals of the Superintendent for that school year. The parties shall meet annually at a mutually agreeable time in June (or such other time as the parties may agree) to evaluate the performance of the Superintendent including the goals set the previous October. The Board shall provide the Superintendent a written evaluation annually. Such evaluation may also be held at other times as agreed by the parties. The evaluation instrument shall be mutually agreed upon in advance of any annual review. Such evaluation shall remain confidential to the extent permitted by law.

8 Termination

This contract and the employment of the Superintendent may be terminated earlier than provided in paragraph 3, as follows:

a. By Agreement

By mutual written agreement of the parties upon such terms as they may determine.

b. By Superintendent

By the Superintendent by written notice filed with the District Clerk effective no less than ninety days after filing.

c. By Board

By the Board:

(i) Upon 30 days prior written notice to the Superintendent if he shall become mentally or physically incapacitated for a period of six months or more to such an extent as to prevent him from properly performing each and every one of his duties.

(ii) Immediately upon written notice to the Superintendent if he shall be convicted of a felony.

(iii) The Superintendent's employment during the term of this Agreement may only be terminated for just cause, in accordance with the procedures set forth below.

(a) Prior to any charges being brought the parties agree that they shall hold a mediation session with the full Board and the Superintendent with a qualified mediator, who is mutually selected by the parties including but not limited to the District Superintendent.

(b) Charges against the Superintendent may only be brought by the Board and all such charges shall be in writing. The Superintendent shall be entitled to a fair hearing on said charges, upon at least thirty (30) days notice, before an independent hearing officer who is AAA qualified. The hearing shall be in executive or public session, at the option of the Superintendent. The hearing officer may be selected by mutual agreement between the Superintendent and the Board or, in the event no such agreement is reached within fifteen (15) days after the Superintendent's receipt of the written charges, a request shall be made to the American Arbitration Association, by either party for a list of Arbitrators.

(c) The Superintendent shall be entitled to due process protection at such hearing, including but not limited to the right to elect a public or private hearing; to be represented by counsel, to present, cross-examine and subpoena witnesses, to subpoena documents, papers, letters or other tangible evidence, to have all testimony given under oath, to receive without cost an accurate written transcript of the proceedings; and to receive written findings of fact and conclusions of law. The hearing officer's decision shall be final and binding upon the parties, subject to their respective rights to appeal in accordance with law. The District, at its expense, shall provide a certified shorthand or court reporter who will transcribe all proceedings. The District shall pay the fees, costs and expenses of the hearing officer.

(d) Any criticisms or complaints which have not been previously forwarded to the Superintendent in accordance with the provisions of paragraph "5" of this Agreement or charges based upon any allegation which was made known in writing to the Superintendent by the Board more than one (1) year before the charge is filed, shall not be admissible at such a hearing against the Superintendent. The hearing officer shall strike from the written charge or charges any such charge made against the Superintendent.

(e) The hearing officer shall, upon the conclusion of the hearing, prepare and submit a written decision, which decision shall include findings of fact and a disposition of each charge. Both the Board and Superintendent shall be bound by the decision of the hearing officer. Both parties shall, however, retain their right to appeal the decision of the hearing officer to any forum with jurisdiction.

(f) If the charges against the Superintendent are not sustained at such hearing or after any appeal therefrom, the Board shall reimburse the Superintendent for his/her costs and attorney's fees incurred in defense of the hearing or appeal therefore.

iv. As an alternative to the hearing procedures set forth above in provision 8(c)(iii), should the Board decide to terminate the Superintendent prior to completion of his term of employment, the Board shall pay to the Superintendent upon the effective date of termination a sum of money equal to one year of salary and benefits as severance pay to compensate the Superintendent for all rights and interests which the Superintendent may have under this contract, and which the Superintendent hereby agrees shall be in full satisfaction of any and all claims for compensation or damage which the Superintendent might otherwise have as a result of early termination of the employment. This provision 8(c)(iv) shall only be effective during the first year and six months of the contract and shall be void as of May 30, 2015. The parties agree that they shall hold a mediation session with the full Board and the Superintendent with a qualified mediator, who is mutually selected by the parties including but not limited to the District Superintendent prior to terminating the Superintendent pursuant to this clause 8(c)(iv).

d. Death

This contract shall terminate upon the death of the Superintendent.

e. Terms to Continue

Notwithstanding the expiration or earlier termination of the employment of the Superintendent or of this contract, all the terms and conditions of this contract which explicitly or by necessary implication are intended to continue after such termination, shall so continue and this contract shall remain in effect for such purpose.

8. Effective Date

This contract shall take effect as of December 1, 2013. The Superintendent shall file his oath of office with the District clerk upon assuming the responsibilities of the office.

9. Notice

The Board and the Superintendent each recognize that in order to establish a good working relationship and communication it is sometimes necessary to address performance issues with the Superintendent. When such performance issues are addressed, the issues will be discussed in an executive session of the Board of Education or in another private forum, consistent with the Open Meetings Law, such as a meeting between the Board President and the Superintendent of Schools. The Board acknowledges the importance of keeping open honest communication with the Superintendent and further acknowledges that such open honest communication is not fostered when public meetings of the Board are used to address performance concerns of the Superintendent.

Unless otherwise specified, all notices given under this contract shall be given in writing. Notice given by the Superintendent may be signed by him or by his attorney. Notice given by the Board shall be authorized by the Board in accordance with applicable law and may be signed by the President, other Board member, or an attorney, as may be designated by the Board by resolution. Notices shall be delivered as follows:

a. To the Superintendent

Personally or by certified mail, return receipt requested, addressed to his residence.

b. To the Board

To the President of the Board of Education, personally or by certified mail, return receipt requested, addressed to the President's residence, with a copy to the office of the District Clerk, personally delivered or by certified mail, return receipt requested. Notice to the Board shall be effective upon the earlier of the date on which notice is given to the President or to the office of the District Clerk, providing notice is given to both.

c. Date Given

Notices personally delivered shall be deemed given upon delivery. Notices given by mail shall be deemed given five business days after posting, regardless of date of actual receipt.

10. Severability

Every provision of this contract is intended to be severable. If any provision is held to be invalid or unenforceable by the Commissioner of Education on appeal to the Commissioner or by a court of competent jurisdiction, such provision shall be deemed modified or rescinded to the extent necessary to comply with law and all other provisions shall continue in full force and effect.

11. Residency

The Superintendent shall reside in the Cherry Valley-Springfield Central School District. Such residence will be established before July 1, 2015 unless a new date is mutually agreed upon.

The BOE will reimburse the Superintendent for expenses incurred relocating to the Cherry Valley-Springfield Central School District, up to $4,000.00, provided that the Superintendent present receipts of such expense.

12. Complete Agreement

This contract contains the complete agreement between the parties and may not be modified except in writing signed by both parties.

In Witness Whereof, the parties have signed this contract on the ____ day of _____, 2013, intending to be legally bound.

Board of Education
Cherry Valley-Springfield Central School District

By: _____
Board President

_____
Superintendent of Schools

Clerk's Certification

This is to certify that this agreement was approved and the execution thereof on behalf of the Board of Education was authorized by vote of the Board of Education of the Cherry Valley-Springfield Central School District at a public meeting duly held on _____, 2013, and has been made a part of the minutes of that meeting.

_____
School District Clerk