

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

REGULAR SCHEDULED MEETING

Tuesday, March 17, 2020, @ 6:30 PM

Board members

Rita Booher | Dr. Grover May | Phil Isaacs | Eddie Pless | Danny O'Quinn | Veronica Watson (Student Liaison)

The Elizabethton Board of Education will meet on Tuesday, March 17, 2020, at 6:30 PM in the Mack Pierce Board Room, 804 South Watauga Ave , Elizabethton, TN 37643.

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE TO THE FLAG

4. APPROVE CONSENT AGENDA AND REGULAR AGENDA

5. TIME FOR CITIZENS TO SPEAK

6. CONSENT AGENDA

A. Minutes of Regular Meeting: February 18, 2020.

B. Approve General Purpose Fund Financial Statement, February 28, 2020.

C. Approve Federal Projects Fund Financial Statement, February 28, 2020.

D. Approve School Nutrition Fund Financial Statement, February 28, 2020.

E. Equipment Disposal Request from Brian Culbert, CTE Director at EHS for the disposal of a file cabinet, adding machine and 4-drawer filing cabinet.

F. Equipment Disposal Request from Brian Culbert, CTE Director, for the disposal of a 2012 laptop (SN: OMDHSS1).

G. Equipment Disposal Request from Felecia Baird, Board Secretary, for the disposal of an HP Scanjet 7800 Scanner that is no longer compatible with software.

H. Approve an MOU between the University of Tennessee, Knoxville, College of Education, Health and Human Sciences, Bailey Graduate School of Education, and Elizabethton City Schools, with the term of the Agreement to be March 1, 2020, through February 29, 2024.

7. REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

New Hire: Lori Long, Asst. to the Teacher at EHS, effective 02/18/2020; Jordan Kuykendall, Interim Teacher at EHS, effective 03/04/2020.

Resignation: Carrie Lykins, Teacher at EHS, effective 2/20/2020; Brock Pittman, Head Girls' Track Coach at EHS, effective 02/11/2020;

Leave of Absence: Wendy Wright, Nurse at EHS, effective 02/7/2020- 08/07/2020; Andrea Payne, Teacher at EHS, effective 01/30/2020- 05/27/2020; Beth Stevens, Teacher at HME, effective 03/02/2020- 05/27/2020.

8. OTHER

A. Director's Update

The Elizabethton Board of Education provides for public participation during Board Business meetings under procedures established under ECS Policy 1.404. Board business meetings are no public forums; however, provision is made for public participation. To assure an orderly business meeting, the Board requires that an individual requesting to address Board members make that request giving the topic to the Superintendent or Board Chairman prior to the Board meeting. The Chairman shall determine if the request will be granted, the time allowed for the presentation, and (if there are numerous requests on the same subject), the Chairman may request a representative to speak on each side of the issue.

B. Board Reports

C. Student Liaison's Report

9. REGULAR AGENDA

A. Approve first reading of Board Policy 5.106 Application and Employment as revised.

B. Approve first reading of Board Policy 3.204 Threat Assessment.

C. Approve first reading of Board Policy 3.405 Commercial Advertising on School Buses.

D. Approve first reading of Board Policy 4.302 Field Trips/Excursions/ Competitions as revised.

E. Approve first reading of Board Policy 4.606 Graduation Activities, as revised.

F. Approve the professional services of Reedy & Sykes for their Architectural/Engineering services at a cost of 6% of construction costs, not to exceed \$30,000.00 for the baseball training facility.

G. Approve a new Program of Study for a Virtual Reality class at Elizabethton High School.

H. Approve Thomas Weems Architect, Revised Standard Abbreviated Form of Agreement for Interior Renovations and Re-Roofing of Existing Buildings at T. A. Dugger Jr. High School.

I. Approve a new Program of Study for DE Advanced Computer Applications for Elizabethton High School.

J. Approve ELA Adoption of Textbooks for T. A. Dugger Jr. High School (AMPLIFY) and Elizabethton High School (HMH).

K. Approve Thomas Weems, Architect, Revised Standard Abbreviated Form of Agreement for the hardening of entrances at Elizabethton High School, East Side Elementary School and Harold McCormick Elementary School.

L. Approve Elizabethton City Schools calendar to accommodate COVID-19 schedule changes.

10. FOR YOUR INFORMATION

A. Jackson, Shields, Yeiser, Holt, Owen, and Bryant, Attorneys at Law, Statement for the period ending February 13, 2020.

11. NEXT REGULARLY SCHEDULED BOARD MEETING

A. The next regularly scheduled Board Meeting will be Tuesday, April 21, 2020, at 6:30 p.m. in the Mack Pierce Board Room, offices of the Elizabethton Board of Education, 804 S. Watauga Avenue, Elizabethton, Tennessee.

12. ADJOURN

The Elizabethton Board of Education provides for public participation during Board Business meetings under procedures established under ECS Policy 1.404. Board business meetings are no public forums; however, provision is made for public participation. To assure an orderly business meeting, the Board requires that an individual requesting to address Board members make that request giving the topic to the Superintendent or Board Chairman prior to the Board meeting. The Chairman shall determine if the request will be granted, the time allowed for the presentation, and (if there are numerous requests on the same subject), the Chairman may request a representative to speak on each side of the issue.

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION
REGULAR SCHEDULED MEETING
Tuesday, February 18, 2020 6:30 PM
Mack Pierce Board Room

The Elizabethton Board of Education met in a regular meeting on Tuesday, February 18, 2020, at 6:30 PM, at Mack Pierce Board Room.

Attendance Taken at 6:51 PM.

Rita Booher: Present
Phil Isaacs: Present
Dr. Grover May: Present
Danny O'Quinn: Present
Eddie Pless: Present

CALL TO ORDER

MOMENT OF SILENCE

PLEDGE TO THE FLAG

APPROVE CONSENT AGENDA AND REGULAR AGENDA

Motion was made by Dr. Grover May, second by Eddie Pless approve Consent and Regular Agenda. Motion carried.

Rita Booher: aye
Phil Isaacs: aye
Dr. Grover May: aye
Danny O'Quinn: aye
Eddie Pless: aye

aye: 5, nay: 0

RECOGNITIONS

Recognition of the T. A. Dugger Jr. High School Football team.

Brock Pittman presented the T. A. Dugger Jr. High School Football Team and talked about their accomplishments this season.

Presentation of the EHS Cyclone Football Team State Championship road sign by Danny Hilbert.

The EHS Cyclone Football Team State Championship road sign was presented to the Board at the City Council Meeting and was in the process of being installed at the time of the Board Meeting.

CONSENT AGENDA

Minutes of Regular Meeting: January 21, 2020

Approve General Purpose Fund Financial Statement, January 31, 2020.

Approve Federal Projects Fund Financial Statement, January 31, 2020.

Approve School Nutrition Fund Financial Statement, January 31, 2020.

Approve Rachel Darnell, Teacher at East Side Elementary School to conduct a research study in Elizabethton City Schools as part of her doctoral dissertation at Milligan College.

Approve transportation request for EHS Key Club to travel to Lexington, Kentucky, March 20-22, 2020 for District Convention.

Approve contract renewal between Elizabethton City Schools and Clemmer College of East Tennessee State University for the 2019-2020 school year.

Equipment Disposal Request from Chris Berry, Principal at T. A. Dugger Jr. High for the disposal of chairs, vacuum, over-head projector, printer, risograph copier, five student desks, teacher desk, and a Kodak digital projector all of which are broken or no longer working.

Equipment Disposal Request from Jon Minton, Principal at EHS for the disposal of a broken training table.

Equipment Disposal Request from Jon Minton, Principal at EHS for the disposal of a padded chair, rolling chair, cafeteria desk chair with a broken foot, and a pressed wood bookshelf all of which are broken.

Equipment Disposal Request from Brian Culbert, CTE Director at EHS for the disposal of a Dell laptop. The technology department will use it for parts.

Equipment Disposal Request from Richard VanHuss for the disposal of a Dell Optiplex computer at Harold McCormick Elementary that will be recycled.

Approve Travel Request from Alex Campbell for students to travel to Memphis, Tennessee, March 8-11, 2020 and to New Orleans, Louisiana April 5-8, 2020. Please see attached documentation for details.

Equipment Disposal Request from Richard VanHuss for the disposal of a Lenovo Chromebook at T. A. Dugger Jr. High that no longer works.

Equipment Disposal Request from Forest Holt, Athletic Director at EHS for the disposal of two ellipticals, two treadmills, and four cardio bikes that no longer work.

Equipment Disposal Request from Joey Trent, Chief Operations Officer, for the disposal of a Mimaki printer that no longer works.

Approve Jonathan Minton, Principal at EHS to conduct a research study in Elizabethton City Schools as part of his doctoral dissertation at Milligan College.

Equipment Disposal Request from Travis Hurley, Principal at East Side Elementary School for the disposal of blue classroom chairs that are broken and cannot be repaired.

Approve Tayler Broyles, Graduate Student at Milligan College, to conduct a study at West Side Elementary School for her research thesis at Milligan College.

Equipment Disposal Request from John Hutchins, Director of Federal Programs, Transportation, Health and Athletic Services for the disposal of six generation 1 and 2 iPads that no longer work, 2012 non-functioning 15" Apple Laptop from Federal Programs and seventeen Study Buddies and software from McKinney-Vento Program to be deleted from Federal Programs and donated to the ESP Program.

REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

OTHER

Director's Update

Dr. Gardenhour thanked everyone for working so hard with our students.

STEM lab corridor issues but has been taken care of now. Construction has now begun. Dr. Josh Wandell's passing...opportunity to celebrate his life at 4:30 at EHS. Work has begun on the Back to School Bash and Dr. Newman has assembled a team for fundraising. Thanks to Dusty and Nicole for helping us raise funds. We have more than thirty-five community partners helping this year and we're hoping they will again contribute to this worthy cause. We have wrap-around services for our students in addition to backpacks. The cost per student comes to around \$20.00.

We have upcoming Federal Monitoring. Richard VanHuss and John Hutchins have been working daily, as well as all the Principals to get things submitted by the first week in March.

We are an Imagination Library partner. We've been chosen as a community of excellence. ECS and Carter County will be recognized. The Dolly Parton documentary is coming to the Stateline Drive-In. Thanks to Nicole for that. The grand prize will be two of the 25 communities that were chosen will receive a personal visit from Dolly Parton and since we're the only ones in Tennessee we're hoping she will choose to come here.

Educators Hall of Fame is going out to all teachers. The public can also nominate as well. Those people will stay in the pool to be active until they are chosen.

Pre-K registration started yesterday and forms are available to be picked up here.

The COPS grant is moving forward and we've found a vendor to help with that.

The construction part will be separate and already have an architect coming to give us a preliminary budget for us to look at as a Board. Baseball hitting facility is underway and we're working with the city and will have more information for the Board soon.

Dr. Newman working on District Plan and we appreciate her efforts.

Dr. Markland presented at a Conference, and we appreciate her representing our system.

Board Reports

Student Liaison's Report

Entrance to parking lot has been equipped with new lighting which has made a huge difference.

Veronica Watson was chosen as the next EHS Student Liaison for the Board.

SCHOOL REPORT

Chris Berry, Principal at T. A. Dugger Jr. High will report on all the good things happening at T. A. Dugger.

Chris Berry, Principal at T. A. Dugger Jr. High School spoke about all the accomplishments and achievements of the students at T. A. Dugger, Jr. High School.

REGULAR AGENDA

Approve Bid Number FY2019-2020-04 for ONE HUNDRED 2019 ELIZABETHTON HIGH SCHOOL STATE FOOTBALL CHAMPIONSHIP RINGS to Signature Championship Rings in the amount of \$14,051.00.

Motion was made by Phil Isaacs, second by Dr. Grover May to approve the award of Bid Number ECSS 2019-2020-04 for the purchase of ONE HUNDRED 2019 ELIZABETHTON HIGH SCHOOL STATE FOOTBALL CHAMPIONSHIP RINGS. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 This was the lowest bid by \$10,000.00. Thanks to Gary Nave and Steve Grindstaff for their contributions.

Approve Amended SAAS Software License Agreement between Skyward, Inc., Integrated Systems Corporation, and Elizabethton City Schools, to extend our original Agreement for three years and locking in our District License fees resulting in a savings for ECS.

Motion was made by Dr. Grover May, second by Eddie Pless to approve Amended SAAS Software License Agreement between Skyward, Inc., Integrated Systems Corporation, and Elizabethton City Schools, to extend our original Agreement for three years and locking in our District License fees resulting in a savings for ECS. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 We're just signing onto the Agreement we already have which will save us about \$7,500.00. We're also looking at tying in Food Service. We will be

researching what that looks like and working with Regina Isaacs, Food Service Manager to see that it meets our needs.

FOR YOUR INFORMATION

Jackson, Shields, Yeiser, Holt, Owen and Bryant, Attorneys at Law, Statement for period ending 12-31-2019.

NEXT REGULARLY SCHEDULED BOARD MEETING

The next regularly scheduled Board Meeting will be Tuesday, March 17, 2020, at 6:30 p.m. in the Mack Pierce Board Room, offices of the Elizabethton Board of Education, 804 S. Watauga Avenue, Elizabethton, Tennessee.

ADJOURN

Mr. Isaacs made motion to adjourn and Dr. May seconded the motion. Meeting adjourned.

Chairman of the Board
Schools

Director of

Acct	2019-20	2019-20	2019-20	2019-20	Unencumbered	February 2019-20	
	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity	
141 E 71100 --- --- -----	REGULAR INSTRUCTION PROGRAM	10,908,790.00	10,908,790.00	5,637,447.95	51.68	5,271,342.05	857,034.25
141 E 71200 --- --- -----	SPECIAL EDUCATION PROGRAM	1,891,699.00	1,891,699.00	972,719.65	51.42	916,524.78	161,737.53
141 E 71300 --- --- -----	VOCATIONAL EDUCATION PROGRAM	1,043,531.00	1,043,531.00	525,001.72	50.31	510,791.87	84,301.21
141 E 71400 --- --- -----	STUDENT BODY EDUCATION PROGRAM	306,665.00	306,665.00	210,991.44	68.80	95,673.56	23,823.78
141 E 72110 --- --- -----	ATTENDANCE	80,677.00	80,677.00	70,291.48	87.13	9,116.89	8,712.16
141 E 72120 --- --- -----	HEALTH SERVICES	363,506.00	363,506.00	186,841.42	51.40	174,647.87	28,919.60
141 E 72130 --- --- -----	OTHER STUDENT SUPPORT	826,082.00	958,742.00	460,076.61	47.99	473,615.39	52,917.47
141 E 72210 --- --- -----	REGULAR INSTRUCTION PROGRAM	980,582.00	980,582.00	600,642.55	61.25	377,846.32	67,259.27
141 E 72220 --- --- -----	SPECIAL EDUCATION PROGRAM	345,226.00	345,226.00	219,446.04	63.57	125,571.37	32,532.34
141 E 72230 --- --- -----	VOCATIONAL EDUCATION PROGRAM	171,453.00	171,453.00	109,416.46	63.82	62,036.54	16,009.94
141 E 72250 --- --- -----	TECHNOLOGY	462,305.00	462,305.00	290,929.38	62.93	163,981.56	26,639.36
141 E 72310 --- --- -----	BOARD OF EDUCATION	471,490.00	473,740.00	359,576.24	75.90	112,128.62	14,158.00
141 E 72320 --- --- -----	OFFICE OF THE SUPERINTENDENT	334,203.00	334,203.00	217,658.76	65.13	106,961.79	19,879.49
141 E 72410 --- --- -----	OFFICE OF THE PRINCIPAL	1,451,621.00	1,530,196.00	924,470.11	60.42	605,725.89	123,676.82
141 E 72510 --- --- -----	FISCAL SERVICES	283,084.00	289,684.00	195,642.93	67.54	90,610.66	20,838.49
141 E 72610 --- --- -----	OPERATION OF PLANT	1,510,495.00	1,510,495.00	950,528.19	62.93	554,303.92	113,030.47
141 E 72620 --- --- -----	MAINTENANCE OF PLANT	835,941.00	851,486.00	593,746.46	69.73	94,804.21	53,306.59
141 E 72710 --- --- -----	TRANSPORTATION	491,214.00	507,199.00	384,080.55	75.73	97,560.28	31,196.96
141 E 73300 --- --- -----	COMMUNITY SERVICES	216,552.00	216,552.00	123,404.08	56.99	82,509.12	5,613.95
141 E 73400 --- --- -----	EARLY CHILDHOOD EDUCATION	404,779.00	404,779.00	217,379.01	53.70	183,549.99	34,102.63
141 E 76100 --- --- -----	REGULAR CAPITAL OUTLAY	92,000.00	92,000.00	98,606.00	107.18	-6,606.00	0.00
141 E 99100 --- --- -----	OPERATING TRANSFERS	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
Grand Expense Totals		23,476,895.00	23,728,510.00	13,348,897.03	56.26	10,107,696.68	1,775,690.31

Number of Accounts: 511

***** End of report *****

			2019-20	2019-20	2019-20	2019-20	Unencumbered	February 2019-20
	Acct		Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity
141 R 40110	000	CURRENT PROPERTY TAX	3,175,000.00	3,100,000.00	1,758,983.33	56.74	1,341,016.67	348,292.23
141 R 40120	000	TRUSTEE'S COLLECTIONS - PRIOR	82,000.00	82,000.00	38,756.86	47.26	43,243.14	6,103.38
141 R 40130	000	CIR CLK/CLK & MASTER COLLECTIO	18,000.00	18,000.00	10,917.04	60.65	7,082.96	2,545.57
141 R 40140	000	INTEREST AND PENALTY	23,000.00	23,000.00	11,618.96	50.52	11,381.04	1,862.84
141 R 40162	000	PAYMENTS IN LIEU OF TAXES-LOCA	62,500.00	62,500.00	0.00	0.00	62,500.00	0.00
141 R 40163	000	PAYMENTS IN LIEU OF TAXES - OT	4,000.00	4,000.00	239.97	6.00	3,760.03	239.97
141 R 40210	000	LOCAL OPTION SALES TAX	2,200,000.00	2,324,955.00	1,017,424.35	43.76	1,307,530.65	208,982.96
141 R 40275	000	MIXED DRINK TAX	16,000.00	16,000.00	12,109.54	75.68	3,890.46	1,423.65
141 R 40320	000	BANK EXCISE TAX	20,550.00	20,550.00	0.00	0.00	20,550.00	0.00
141 R 40390	000	OTHER STATUTORY LOCAL TAXES	25.00	25.00	0.00	0.00	25.00	0.00
141 R 41110	000	MARRIAGE LICENSES	600.00	600.00	314.71	52.45	285.29	0.00
141 R 43511	000	TUITION - REGULAR DAY STUDENTS	310,000.00	310,000.00	201,235.14	64.91	108,764.86	15,727.42
141 R 43513	000	TUITION - SUMMER SCHOOL	750.00	750.00	0.00	0.00	750.00	0.00
141 R 43517	000	TUITION - OTHER	222,552.00	222,552.00	113,566.07	51.03	108,985.93	13,541.50
141 R 44110	000	INVESTMENT INCOME	26,000.00	34,000.00	12,836.18	37.75	21,163.82	2,131.43
141 R 44120	000	LEASE/RENTALS	1,000.00	1,000.00	150.00	15.00	850.00	0.00
141 R 44170	000	MISCELLANEOUS REFUNDS	0.00	0.00	11,596.99	0.00	-11,596.99	7,999.34
141 R 44990	000	OTHER LOCAL REVENUES	300.00	300.00	81.59	27.20	218.41	0.00
141 R 46511	000	BASIC EDUCATION PROGRAM	14,066,000.00	14,127,000.00	9,915,900.00	70.19	4,211,100.00	1,439,700.00
141 R 46515	000	EARLY CHILDHOOD EDUCATION	404,779.00	404,779.00	216,210.41	53.41	188,568.59	45,520.10
141 R 46550	000	DRIVER EDUCATION	8,250.00	8,250.00	0.00	0.00	8,250.00	0.00
141 R 46590	000	OTHER STATE EDUCATION FUNDS	86,250.00	86,250.00	47,400.79	54.96	38,849.21	3,955.43
141 R 46610	000	CAREER LADDER PROGRAM	41,359.00	41,359.00	19,242.82	46.53	22,116.18	0.00
141 R 46980	000	OTHER STATE GRANTS	132,580.00	265,240.00	99,307.02	37.44	165,932.98	91,427.50
141 R 46990	000	OTHER STATE REVENUES	113,000.00	113,000.00	0.00	0.00	113,000.00	0.00
141 R 48610	000	DONATIONS	25,200.00	25,200.00	31,044.17	123.19	-5,844.17	0.00
141 R 49800	000	OPERATING TRANSFERS	37,200.00	37,200.00	0.00	0.00	37,200.00	0.00
141 R 49810	000	CITY GENERAL FUND TRANSFER	2,400,000.00	2,400,000.00	1,600,000.00	66.67	800,000.00	200,000.00
Grand Revenue Totals			23,476,895.00	23,728,510.00	15,118,935.94	63.72	8,609,574.06	2,389,453.32

Number of Accounts: 40

***** End of report *****

		2019-20	2019-20	2019-20	2019-20	Unencumbered	February 2019-20
	<u>Acct</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>Monthly Activity</u>
142 E 71100	REGULAR INSTRUCTION PROGRAM	690,334.00	829,043.71	368,722.24	44.48	459,772.48	60,705.23
142 E 71200	SPECIAL EDUCATION PROGRAM	563,956.00	616,574.71	315,207.45	51.12	301,367.26	48,207.20
142 E 71300	VOCATIONAL EDUCATION PROGRAM	24,899.00	39,692.58	18,196.68	45.84	19,982.90	1,343.72
142 E 72130	OTHER STUDENT SUPPORT	94,083.00	107,869.00	52,270.82	48.46	48,036.21	7,746.92
142 E 72210	REGULAR INSTRUCTION PROGRAM	196,679.00	291,570.49	127,895.36	43.86	163,075.13	10,724.56
142 E 72220	SPECIAL EDUCATION PROGRAM	79,161.00	79,199.28	36,762.06	46.42	42,392.63	8,759.33
142 E 72230	VOCATIONAL EDUCATION PROGRAM	2,003.00	2,119.00	2,200.65	103.85	-281.65	108.38
142 E 72710	TRANSPORTATION	1,753.00	0.00	0.00	0.00	0.00	0.00
142 E 73300	COMMUNITY SERVICES	141,084.00	141,084.00	99,305.51	70.39	41,778.49	12,533.12
142 E 99100	OPERATING TRANSFERS	32,200.00	32,200.00	0.00	0.00	32,200.00	0.00
Grand Expense Totals		1,826,152.00	2,139,352.77	1,020,560.77	47.70	1,108,323.45	150,128.46

Number of Accounts: 144

***** End of report *****

		2019-20	2019-20	2019-20	2019-20	Unencumbered	February 2019-20	
<u>Acct</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>Monthly Activity</u>	
142 R 47141	OCA	TITLE 1 GRANTS TO LOCAL EDUC A	106,321.00	110,821.00	67,507.56	60.92	43,313.44	8,287.99
142 R 47189	OCA	EISENHOWER PROF DEVELOPMENT ST	16,000.00	13,000.00	8,107.02	62.36	4,892.98	972.25
142 R 47131	OCP	VOCATIONAL EDUC - BASIC GRANTS	40,067.00	42,386.58	20,424.15	48.19	21,962.43	534.97
142 R 47143	OID	SPECIAL EDUCATION - GRANTS TO	544,835.00	594,847.93	309,544.53	52.04	285,303.40	44,006.07
142 R 47145	OPS	SPECIAL EDUCATION PRESCHOOL GR	12,716.00	15,321.78	5,662.92	36.96	9,658.86	943.82
142 R 47141	OT1	TITLE 1 GRANTS TO LOCAL EDUC A	654,548.00	825,132.94	340,330.11	41.25	484,802.83	53,591.12
142 R 47590	OT1	OTHER FEDERAL THROUGH STATE	58,615.00	77,524.77	31,480.34	40.61	46,044.43	5,035.13
142 R 47189	OT2	EISENHOWER PROF DEVELOPMENT ST	59,332.00	128,397.52	41,562.75	32.37	86,834.77	139.95
142 R 47590	OVR	OTHER FEDERAL THROUGH STATE	42,467.00	42,467.00	21,143.81	49.79	21,323.19	3,513.81
142 R 47147	21C	SAFE AND DRUG-FREE SCHOOLS-ST	145,334.00	145,334.00	94,860.93	65.27	50,473.07	13,192.89
142 R 47143	890	SPECIAL EDUCATION - GRANTS TO	0.00	77,450.00	34,196.03	44.15	43,253.97	6,618.30
142 R 47143	895	SPECIAL EDUCATION - GRANTS TO	0.00	8,154.28	0.00	0.00	8,154.28	0.00
142 R 47131	CPR	VOCATIONAL EDUC - BASIC GRANTS	0.00	14,425.00	0.00	0.00	14,425.00	0.00
142 R 47143	IAA	SPECIAL EDUCATION - GRANTS TO	77,450.00	0.00	0.00	0.00	0.00	0.00
142 R 47143	IDS	SPECIAL EDUCATION - GRANTS TO	8,116.00	0.00	1,698.16	0.00	-1,698.16	1,273.16
142 R 47590	SRR	OTHER FEDERAL THROUGH STATE	30,000.00	0.00	0.00	0.00	0.00	0.00
142 R 47141	T1N	TITLE 1 GRANTS TO LOCAL EDUC A	30,351.00	44,089.97	16,283.46	36.93	27,806.51	0.00
Grand Revenue Totals			1,826,152.00	2,139,352.77	992,801.77	46.41	1,146,551.00	138,109.46

Number of Accounts: 17

***** End of report *****

		2019-20	2019-20	2019-20	2019-20	Unencumbered	February 2019-20
	<u>Acct</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>Monthly Activity</u>
143 E 73100 --- --- ----- ---	FOOD SERVICE	1,220,075.00	1,220,075.00	822,527.17	67.42	397,547.83	115,815.80
<hr/> Grand Expense Totals		1,220,075.00	1,220,075.00	822,527.17	67.42	397,547.83	115,815.80

Number of Accounts: 82

***** End of report *****

		2019-20	2019-20	2019-20	2019-20	Unencumbered	February 2019-20	
<u>Acct</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>Monthly Activity</u>	
143 R 43521	000	LUNCH PAYMENTS - CHILDREN	162,500.00	162,500.00	132,983.44	81.84	29,516.56	17,578.15
143 R 43522	000	LUNCH PAYMENTS - ADULTS	23,900.00	23,900.00	16,090.26	67.32	7,809.74	2,823.21
143 R 43523	000	INCOME FROM BREAKFAST	775.00	775.00	380.30	49.07	394.70	9.75
143 R 43525	000	A LA CARTE SALES	41,250.00	41,250.00	25,383.82	61.54	15,866.18	3,040.97
143 R 43990	000	OTHER CHARGES FOR SERVICES	13,150.00	13,150.00	6,610.59	50.27	6,539.41	1,608.34
143 R 44110	000	INVESTMENT INCOME	4,000.00	4,000.00	3,096.00	77.40	904.00	329.22
143 R 44170	000	MISCELLANEOUS REFUNDS	0.00	0.00	0.00	0.00	0.00	-751.06
143 R 46520	000	SCHOOL FOOD SERVICE	10,500.00	10,500.00	0.00	0.00	10,500.00	0.00
143 R 47111	000	USDA SCHOOL LUNCH PROGRAM	581,000.00	581,000.00	380,896.24	65.56	200,103.76	52,639.58
143 R 47112	000	USDA COMMODITIES	93,500.00	93,500.00	56,212.56	60.12	37,287.44	14,741.38
143 R 47113	000	USDA BREAKFAST	271,500.00	271,500.00	177,438.90	65.36	94,061.10	23,740.82
143 R 47114	000	USDA - ESP SNACK PROGRAM	18,000.00	18,000.00	11,960.83	66.45	6,039.17	1,430.68
Grand Revenue Totals			1,220,075.00	1,220,075.00	811,052.94	66.48	409,022.06	117,191.04

Number of Accounts: 43

***** End of report *****

**Agreement Between
The University of Tennessee, Knoxville
College of Education, Health, and Human Sciences
Bailey Graduate School of Education
And Elizabethton City Schools**

Educator Preparation Provider	University of Tennessee – Knoxville (UTK)
Local Education Agency	Elizabethton City Schools
Term of Agreement	March 1, 2020 – February 29, 2024
EPP Contact/Designee	
<u>Name:</u> David Cihak, Ph.D.	<u>Title:</u> Associate Dean & Director of the Bailey Graduate School of Education
<u>Email Address:</u> dcihak@utk.edu	<u>Phone Number:</u> 865/974-9598
LEA Contact/Designee	
<u>Name:</u> Dr. Corey Gardenhour	<u>Title:</u> Director
<u>Email Address:</u>	<u>Phone Number:</u> 423-547-8000
Other Key Staff	
<u>Name:</u> Brian Culbert <u>Title:</u> Director, CTE <u>Email:</u> brian.culbert@ecschoos.net	<u>Name:</u> <u>Title:</u>
<u>Name:</u> <u>Title:</u>	<u>Name:</u> <u>Title:</u>

Section I. Purpose

The purpose of this agreement between Elizabeth City Schools and the University of Tennessee's (UTK) College of Education, Health and Human Sciences' (CEHHS) Bailey Graduate School of Education (BGSE) is to affirm an understanding of mutually agreed-upon collaborative effort of the parties in the development of candidates for initial teacher licensure and/or candidates for advanced licensure in instructional leadership and/or reading specialist. We agree to work together to identify mutually-agreed upon strategies to design clinical experiences of sufficient depth, breadth, diversity, coherence and duration to ensure that both initial and advanced licensure candidates demonstrate their developing effectiveness and positive impact on all students' learning and development.

This will be accomplished through the ongoing development of mutually agreed-upon school-based clinical experiences coupled with mentoring and professional development for initial and advanced candidates at the UTK. The outcome of these efforts will be a comprehensive experience designed to prepare teacher candidates, instructional leadership candidates, and reading specialist candidates to support the learning and growth of all P-12 students across a variety of school settings in alignment with Council for Accreditation of Educator Preparation (CAEP), and by the Tennessee State Department of Education Educator Preparation Program (EPP) program approval policies.

While the LEA and the UTK contribute in different ways to the professional education preparation process, both parties share accountability for the eventual success of the candidate's preparation. By terms of this agreement, the mutual efforts exerted by the LEA and the UTK will yield high quality professional educators and leaders that ultimately result in positive impact on P-12 students learning. Collaboratively, the LEA and the UTK have established mutually agreeable clinical experiences of sufficient depth, breadth, diversity, coherence, and duration for initial and advanced licensure candidates, as well as the selection, preparation, evaluation, support, and retention of high-quality clinical educators.

Section II. Term of Agreement

A. The term of this Agreement shall be five (5) years. Either party may terminate this Agreement upon giving thirty (30) days written notice to the other party. Such termination shall have no effect on students assigned to Elizabethton City Schools at the time of the termination notice. This Agreement may be renewed or modified upon written approval of the parties. This Agreement can be extended under the same terms for an additional term of five years upon written approval of the parties.

Section III. Responsibilities of the Parties

A. The LEA superintendent or director will designate one (or more) system administrators as the contact person(s) for implementation of clinical experience activities and placement arrangements conducted by professional education preparation programs by the UTK. Likewise, the director of the UTK's BGSE will designate an official responsible for communication, collaboration, and co-selection of clinical experiences and placement arrangements and other attendant matters with the LEA and its individual schools.

B. UTK's BGSE will follow the LEA procedures to request clinical experiences, including field-experiences, student-teaching experiences, year-long internships, and job-embedded licensure activities, mutually-agreed upon for the UTK candidates. These procedures will be agreed upon with the UTK BGSE official so clinical experience arrangements can be made for the candidate. The UTK BGSE will follow the written request and placement procedures established by the school system. By state regulation, an intern or student-teacher is supplemental to teaching staff, not a replacement for the teaching staff of the school. Prior to being admitted to UTK's teacher preparation program all teacher candidates will undergo both an FBI and TBI criminal background check. Additionally, teacher candidates will acquire professional liability insurance with coverage of no less than \$1,000,000/\$5,000,000 prior to starting their clinical experience, and candidates are aware that there is no expectation of receipt of compensation or future employment during and following the clinical experience.

C. Candidates accepted into the UTK job-embedded practitioner license program do serve as the instructor-of-record and are recognized as paid school system employees.

D. All candidates placed in an individual school(s) of the school system must abide by the policies and procedures of the individual school(s) and the school system. The principal of the school in which candidates are placed will have final responsibility for determining whether or

not the candidate upholds school policies. Problems arising that pertain to breach of policy will be referred to the appropriate UTK clinical supervisor assigned to the candidate and/or to the UTK official responsible for overseeing school-based activities. The building principal or the school system administrator has the right to terminate or request a reassignment of any candidate if the building principal or superintendent/director determines that the candidate has not abided by the policies and procedures of the individual school or school system.

E. High-quality clinical educators will be co-selected for initial licensure candidates based on the following mutually agreed-upon criteria:

- Willingness to provide mentoring that promotes professional growth;
- Clinical mentors/school-based mentors will be: (a) licensed in the same area or a closely related area, and (b) rated as highly effective as evidenced by a state-approved evaluation model including both TVAAS and observation scores;
- Clinical supervisors/UTK supervisors will have (a) minimum of a master's degree, (b) minimum of three years of professional experiences in the area supervised, and (c) certified in the state-approved evaluation Tennessee Educator Acceleration Model (TEAM);
- Exceptions may only be made in unique circumstances if mutually agreed upon by both parties.

F. High-quality clinical educators' roles and responsibilities include the following mutually agreed-upon responsibilities:

- Ability to provide mentoring that promotes professional growth;
- Assurance that the candidate receives and understands a thorough picture of all duties and responsibilities;
- Facilitation and/or design of opportunities for completion of clinical activities;
- Allocation of time for frequent, regular contacts with the candidate;
- Facilitation of reflection and self-assessment with feedback on the candidate's performance in the experience;
- Communication and consultation among clinical educators (i.e., clinical mentor/school-based mentor and clinical supervisor/UTK supervisor);
- Evaluation of candidate performance.

G. The UTK will prepare clinical educators at the onset of the clinical experience to ensure all roles, responsibilities, and expectations are communicated and understood. Clinical educator trainings include in-person and/or online trainings with supplemental clinical handbooks outlining both clinical educators and candidate expectations.

H. Both clinical mentors and clinical supervisors will assess one another during and at the conclusion of the initial licensure candidate's clinical experience. This appraisal is for feedback purposes only to identify additional supports, trainings, and/or professional development for clinical educators to ensure effective mentorship and supervision resulting in a positive impact in the candidate's development. All surveys are mutually agreed upon and co-created by the LEA and the UTK. Surveys will be administered by the UTK BGSE. Results will be disseminated to the LEA.

I. It is the goal of both the Elizabethton City Schools and the UTK that clinical educators will be recognized for their mentorship and supervision through public recognition, certificates, and/or other means in order to retain high-quality clinical educators.

J. Each initial licensure teacher candidate will have direct teaching experiences with students with diverse learning needs and varied backgrounds in at least two (2) settings during the clinical practice. The UTK's BGSE and LEA officials or designees will work collaboratively to ensure mutually agreed upon clinical experiences for each initial licensure teacher candidate that facilitate the development and a positive impact on P-12 students learning.

J.1. Student-teaching initial licensure teacher candidate clinical practice is a planned semester of at least fifteen (15) weeks that includes full day teaching and observation activities. During student-teaching, candidates are observed and evaluated at least three times using a state-approved evaluation model (e.g., TEAM). These evaluations will be conducted by clinical educators and/or LEA administrators. Each evaluation results in written actionable feedback to facilitate ongoing mentoring and coaching supports of the candidate. Clinical mentors and clinical supervisors will collaborate to provide these mentoring and coaching experiences that have a positive impact on P-12 students learning.

J.2. Initial licensure teacher candidate completing an internship clinical experience shall spend more than half of the school year (approximately 100 school days) in direct teaching activities. During the internship, candidates are observed and evaluated at least six times using a state-approved evaluation model (e.g., TEAM). These evaluations will be conducted by clinical educators and/or LEA administrators. Each evaluation results in written actionable feedback to facilitate ongoing mentoring and coaching supports of the candidate. Clinical mentors and clinical supervisors will collaborate to provide these mentoring and coaching experiences that have a positive impact on P-12 students learning. Elizabethton City Schools will consider successful and satisfactory completion of the internship clinical practice as one (1) year of teaching experience for purposes of the local salary schedule, as per Tennessee State Board of Education's Educator Preparation Policy 5.504.

J.3. Initial licensure teacher candidate completing the job-embedded clinical experience are inducted into the teaching profession, Candidates serve as the teacher of record for a full school year. Candidate also will have direct teaching experiences with students with diverse learning needs and varied backgrounds in at least two (2) settings. During the job-embedded clinical experience, candidates are observed and evaluated at least six times using a state-approved evaluation model (e.g., TEAM). These evaluations will be conducted by clinical educators and/or LEA administrators. Each evaluation results in written actionable feedback to facilitate ongoing mentoring and coaching supports of the candidate. Clinical mentors and clinical supervisors will collaborate to provide these mentoring and coaching experiences that have a positive impact on P-12 students learning.

K. The advanced licensure instructional leadership practicum is a clinical practice component of approved instructional leadership program and includes field experiences, integrated throughout the entire program, and activities aligned with standards and course curricula. Candidates completing a leadership practicum shall spend a minimum of 350 hours in direct leadership activities. Clinical mentors and clinical supervisors will collaborate to provide mentoring and coaching experiences that lead to experiences in which candidates demonstrate their proficiencies, through problem-based tasks or research (e.g., qualitative, quantitative, mixed methods, action) that are characteristic of their professional specialization and that demonstrate a positive impact on P-12 students learning.

L. The reading specialist practicum is a clinical practice component integrated throughout the entire program, and activities aligned with standards and course curricula. Clinical mentors and clinical supervisors will collaborate to provide mentoring and coaching experiences that lead to appropriate culminating experiences in which candidates demonstrate their proficiencies, through problem-based tasks or research (e.g., qualitative, quantitative, mixed methods, action) that are characteristic of their professional specialization and that demonstrate a positive impact on P-12 students learning.

M. Mutually-agreed upon expectations linking theory and practice, coherence across academic clinical components, and share accountability for candidate outcomes include:

M.1. Our expectation is to prepare candidates for the changing landscape of 21st century classrooms and schools. Our priorities for this expectation include that candidates will have multiple, embedded, and increasing opportunities throughout the preparation program, in both coursework and clinical experiences, to grow the skills and dispositions necessary for cultural competency and effective use of educational technology.

M.2. Our expectation is that clinical mentors model the use of high-leverage practices (HLPs) and assist candidates in understanding and implementing the use of HLPs in the classroom setting. Each candidate is placed with a highly trained, rigorously selected mentor teacher to develop evidence-based teaching roles and responsibilities that are reflexively examined and refined toward the goal of enhancing student learning.

M.3. To complement the role of the clinical mentors, our expectation is that a university supervisor provides frequent, meaningful, and actionable feedback based on classroom teaching practice observations to the teacher candidate that assists in linking the clinical and academic components of the program and assisting in creating real-world connections between theory and practice.

N. The online delivery of candidate support and evaluation will be provided using online technologies using UTK's Learning Management System that is password and firewall protected. Taught lessons will be observed by the UTK clinical supervisor primarily from a distance, using online technologies or videotaped lessons. Each evaluation results in written actionable feedback to facilitate ongoing mentoring and coaching supports of the candidate. Clinical mentors and clinical supervisors will communicate and collaborate using digital communication technologies to provide mentoring and coaching experiences that have a positive impact on P-12 students learning.

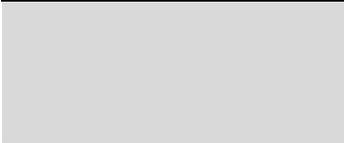
O. Both UTK and LEA will collaboratively recruit, select, and support the completion of high-quality candidates from a broad range of backgrounds and diverse populations that reflects the diversity of America’s P-12 students.

- UTK and Elizabethton City Schools will recruit and select teacher candidates from a broad range of backgrounds and diverse populations that reflects the diversity of America’s P-12 students to teach in high-need areas and hard to fill positions.
- Selection goals include: (a) A bachelor's degree; (b) an undergraduate cumulative GPA of 2.75 or higher, or a minimum 3.0 GPA in the last 60 credit hours of a completed baccalaureate degree; (c) Passing scores on the Praxis Specific Licensure Area Test; (d) Interview and selection by the school district as the preferred candidate for the open position; (e) admitted to UTK graduate school; (f) admitted to UTK’s teacher preparation program; (g) Completion of self-evaluation of professional competencies attitudes, and disposition assessment.
- Strategies include (a) offering online job-embedded practitioner program, (b) emailing all undergraduate students of an underrepresented sex, ethnicity, or race enrolled in UTK’s College of Education, Health, and Human Sciences, (c) expanding the high-needs licensure offerings and pathways towards high-needs licensure available at UTK, and (d) sharing educator preparation marketing materials with Elizabethton City Schools for distribution.
- UTK and Elizabethton City Schools recruitment efforts will be reviewed and evaluated annually making adjustments based on the recruitment plan outcomes.

N. By provision of Tennessee state law, at the conclusion of the educator provider program, the UTK BGSE has the final responsibility for recommending (or not recommending) the candidate for licensure or continuation of licensure following consultation with the appropriate LEA stakeholders.

The details of this agreement are subject to continuing review and may be changed through collaborative agreement by the participating parties in the best interests of Elizabethton City Schools and the UTK.

Certification (Signatures verify agreement)	
The University of Tennessee: Knoxville	Name: Chris Cimino
	Title: Vice Chancellor
	Signature:
	Date:
LEA Director of Schools	Name: Corey Gardenhour

	Title: Director
	Signature:
	Date:
	

Elizabethton City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Application and Employment	Descriptor Code: 5.106	Issued Date: 08/21/18
		Rescinds: 5.106	Issued: 07/24/08

1 Application

2 An individual desiring a position shall make application to the Director of Schools on forms developed
3 by his/her office. To ensure the safety and welfare of students and staff, the district shall require
4 criminal history background checks and fingerprinting of applicants for teaching positions and any
5 other positions that require proximity to children.¹ If applying for a teaching position, the Director of
6 Schools shall also check the applicant's license status in the State Board of Education's database to
7 determine if there is a hold on that applicant's license, and if so, the reasoning behind the hold.²

8 Knowingly falsifying information shall be sufficient grounds for termination of employment and shall
9 also constitute a Class A misdemeanor which must be reported to the District Attorney General for
10 prosecution.³

11 Any costs incurred to perform these background checks and fingerprinting shall be paid by the
12 applicant. ~~The Board shall reimburse the applicant if a position is offered and accepted.~~⁴

13 *Professional Employees*

14 The application shall include a transcript of credits earned at the colleges or universities attended along
15 with reference information from persons such as previous employers, college professors and
16 supervisors of student teachers. Other information shall include whether such applicant has been
17 dismissed for cause from a school system.⁵ If previously employed in a local board of education, the
18 applicant shall provide evidence of acceptable resignation.

19 No person shall be employed:

- 20 1. Who does not hold a valid license to teach from the State Board of Education;⁶
- 21 2. Who has been identified by the Department of Children's Services as a perpetrator of child
22 abuse, severe child abuse, child sexual abuse, or child neglect, or who poses an immediate
23 threat to the health, safety, or welfare of children;⁷
- 24 3. Who is listed on the state's abuse of vulnerable persons registry maintained by the
25 Department of Health;⁷
- 26 4. Who does not present a physician's certificate showing a satisfactory health record or has
27 any contagious or communicable disease in such form that might endanger the health of
28 school children;⁸
- 29 5. Who refuses to take and subscribe to an oath to support the Constitution of the State of
30 Tennessee and of the United States of America;⁹ or
- 31 6. Who fails to make a full disclosure of any prior criminal record and any prior dismissals
32 from employment for cause.²
- 33 7. Who does not receive a satisfactory background check.¹⁰

1 *Support Employees*

2 No person shall be employed as a support employee:

- 3 1. Who has any contagious or communicable disease in such form that might endanger the
4 health of the children;⁸
- 5 2. Who has been identified by the Department of Children's Services as a perpetrator of
6 child abuse, severe child abuse, child sexual abuse, or child neglect, or who poses an
7 immediate threat to the health, safety, or welfare of children;⁷
- 8 3. Who is listed on the state's abuse of vulnerable persons registry maintained by the
9 Department of Health;⁷
- 10 4. Who has not complied with the Immigration Reform and Control Act of 1986;¹¹ or
- 11 5. Who fails to make a full disclosure of any prior criminal record and any prior dismissals
12 from employment for cause; or
- 13 6. Who does not receive a satisfactory background check.¹⁰

14 **Employment**

15 *Professional Employees*

16 After checking references and receiving written recommendations, the director of schools shall hire
17 and assign qualified applicants.

18 *Initial Employment*

19 Upon initial employment, the director of schools shall notify such person, in writing, of the offer and
20 conditions of employment. Upon receipt of employment notification, such person shall have fourteen
21 (14) days to accept or reject, in writing, the offered employment.¹ From the date of the written
22 acceptance, such person is considered to be under employment with the system and is subject to all
23 rights, privileges and duties.

24 *Support Employees*

25 After checking references and receiving written recommendations from principals and/or supervisors,
26 the director of schools shall hire and assign qualified applicants.

Legal References

1. TCA 49-5-406
2. State Board of Education Policy 5.501
3. TCA 49-5-406 (a)(2)(A)
4. TCA 49-5-413(c)
5. Public Acts of 2018, Chapter No. 938
6. TCA 49-5-403; TCA 49-5-101
7. TCA 49-5-413(e)
8. TCA 49-5-404; TRR/MS 0520-01-03-.08(2)(f)
9. TCA 49-5-405
10. Public Acts of 2018, Chapter No. 1006
11. Immigration Reform and Control Act of 1986; Pub. L. No. 99-603, 100 Stat. 3359

Cross References

Orientation and Probation 5.107
Compensation Guides & Contracts 5.110
Background Investigations 5.118
Recommendations and File Transfers 5.203
Qualifications and Duties of the Director of Schools 5.802

Click here to choose a school board.

Monitoring: Review: Annually, in September	Descriptor Term: Threat Assessment Team	Descriptor Code: 3.204	Issued Date:
		Rescinds:	Issued:

1 *General*¹

2 A threat assessment team shall be created within the school district to develop intervention-based
3 approaches to prevent violence, manage reports of potential threats, and create a system that fosters a
4 safe, supportive, and effective school environment. The Director of Schools shall appoint the members
5 of the threat assessment team.

6 The Director of Schools shall develop administrative procedures regarding the training and operations
7 of the team to comply with state law and State Board of Education rules and regulations.

8 **TEAM MEETINGS**

9 All threat assessment team meetings shall be closed to the public.²

10 **RECORDKEEPING**³

11 The team shall document all behaviors and incidents deemed to pose a risk to school safety or that
12 resulted in intervention and shall provide the information to the Director of Schools.

13 A report of the activities of the threat assessment team will be compiled and shared with the Board
14 before each regular meeting.

15 Documents produced or obtained regarding these assessment activities will not be open for public
16 inspection.

Legal References

1. TCA 49-6-2701 *et seq.*
2. TCA 49-6-2701(f)
3. TCA 49-6-2702(g); TCA 49-6-2702

Cross References

School District Records 1.407
Safety 3.201
Security 3.205
Student Records 6.600

Click here to choose a school board.

Monitoring: Review: Annually, in October	Descriptor Term: Commercial Advertising on School Buses	Descriptor Code: 3.405	Issued Date:
		Rescinds:	Issued:

1 Commercial advertising may be displayed on the exterior or interior of a school bus and is subject to
2 the following:¹

- 3 1. The size and location of the advertisement shall be in accordance with state law;¹
4
5 2. The Director of Schools/designee shall be responsible for the sale and approval of the
6 advertisement;
7
8 3. There shall be no advertising on school buses of tobacco products, alcohol products, political
9 campaigns,² or individual food items that cannot be sold to students through vending
10 machines;³
11
12 4. The Board shall decide annually as to the cost of commercial advertising per school bus;
13
14 5. If it is determined that the advertisement shall not be painted on the school bus, it will be
15 attached by [**insert specification as to how the advertisement will be attached**]; and
16
17 6. All contracts for commercial advertising shall comply with state law and board policy, and any
18 issues relating to these contracts shall be directed to the Director of Schools.

Legal References

1. TCA 49-6-2109(d); TRR/MS 0520-01-05-.01(7)
2. TCA 2-19-144
3. TCA 49-6-2307

Cross References

Student Transportation Management 3.400

Elizabethton City Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Field Trips and Excursions	Descriptor Code: 4.302	Issued Date: 05/15/07
		Rescinds: 4.302	Issued: 03/29/90

1 The Board encourages field trips, ~~and~~ excursions, **and competitions** when the experiences are an integral
2 part of the school curriculum and contribute to the Board's desired educational goals.

3 **The Director of Schools shall develop procedures for submitting, reviewing, and approving requests for**
4 **field trips, excursions, and competitions. Any request that requires students to travel out of state or stay**
5 **overnight requires prior Board approval.**
6

7 Requests for field trips and excursions shall adhere to the *District Field Trip Manual* which shall include
8 a list of current Board-approved day trips by grade and/or building. In addition to the day trip procedures,
9 a list of Board-approved overnight trips will appear in the *Field Trip Manual*. If the trip is listed, no
10 further action need be taken. If the trip is not listed, the request must be made with time for it to appear
11 on the Board agenda.

12 In addition to the day-trip procedures, trips abroad must be individually approved by the Board
13 (approximately six (6) months prior to the date of the trip). No approved list for trips abroad will be
14 maintained.

15 ~~NON-SANCTIONED FIELD TRIPS AND EXCURSIONS~~

16 ~~Non-sanctioned field trips and excursions organized by employees acting as independent~~
17 ~~contractors/agents involving students on a volunteer, self-supporting basis are not approved by the Board~~
18 ~~and are not considered a part of the curriculum. Total responsibility for privately planned field trips or~~
19 ~~excursions or tours rests with the individual(s) and agency sponsoring them. The Board assumes no legal~~
20 ~~or financial responsibilities for non-sanctioned field trips or excursions.~~

21 ~~If recruitment of students is sought through the school(s), the request for recruitment shall be made in~~
22 ~~accordance with those of private citizens. Recruitment efforts shall not occur during class time or the~~
23 ~~employee's work day.~~

24 **INDEPENDENTLY PLANNED TRIPS**

25 **Trips privately planned by school district employees, acting outside the scope of their employment, are**
26 **not authorized by the school district.**

1 These trips are not approved by the Board and are not considered a part of the curriculum. Total
2 responsibility for privately planned trips rests with the chaperone(s) as well as with the
3 parent(s)/guardian(s) of the students participating in the trip. The following restrictions shall apply:

- 4 1. Board funds or resources shall not be used;
- 5
- 6 2. School district materials shall not be used;
- 7
- 8 3. The Board shall not assume any liability;
- 9
- 10 4. Employees are not authorized to act on behalf of the school district;
- 11
- 12 5. Recruitment efforts made by an employee shall not occur during the instructional school
13 day; and
- 14
- 15 6. Absences caused by participation in privately planned trips shall be considered unexcused.

16

17

Cross References

Advertising and Distribution of Materials in the Schools 1.806
Special Use of School Vehicles 3.402
Extracurricular Activities 4.300
Attendance 6.200

Elizabethton City Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Graduation Activities	Descriptor Code: 4.606	Issued Date: 04/17/18
		Rescinds: 4.606	Issued: 09/20/16

1 Students who have met all graduation requirements ~~on the day of graduation and~~ are expected to
2 participate in graduation activities. Students who are within two (2) or fewer credits of meeting all
3 requirements¹ and can complete the requirements during the summer may participate in graduation
4 activities. If extenuating circumstances exist at any school, the matter shall be presented to the board
5 prior to graduation activities.

6 Students who do not wish to participate in graduation activities shall notify the school principal in writing
7 at least five (5) days prior to the day of graduation. Non-participating students shall receive their
8 diplomas or certificates from the principal's office within one (1) week of the day of graduation.

9 ~~Students are expected to participate in all graduation activities, and~~ Graduation apparel shall be
10 determined by the administration of each school and shall be the personal expense of each student. Any
11 fees required for graduation ceremonies shall be waived for students who are eligible to receive free or
12 reduced-price lunches, and in such cases, the school shall assume responsibility for payment of fees.²

13 Graduation ceremonies shall be physically accessible to all students, their parent(s)/guardian(s), and
14 other interested citizens.³

15 ~~The ceremony and all activities included~~ Graduation activities organized by district employees shall not
16 be religious in nature.⁴ The content of any students' speeches shall not reflect the endorsement,
17 sponsorship, position, or expression of the school, employees, or board.

18 The director of schools shall develop procedures to ensure that students are recognized at graduation
19 ceremonies for the following achievements:⁵

- 20 • Honors;
- 21 • State Honors;
- 22 • State Distinction;
- 23 • District Distinction;
- 24 • Tri-Star Scholar;
- 25 • Students receiving a TN Seal of Biliteracy;
- 26 • Students voluntarily completing at least ten (10) hours of community service each semester the
27 student is in attendance at a public high school;
- 28 • Students receiving a gold or platinum medal on National Career Readiness Certificate; and
- 29 • Students graduating with a district-developed work ethic distinction.

Legal References

1. TCA 49-6-405
2. TCA 49-2-114
3. 28 CFR § 36.201
4. *Lee v. Weisman*, 505 U.S. 577(1992), 112 S. Ct. 2649, 120 L. Ed. 2d 467 (1992)
5. TRR/MS 0520-01-03-.06(1)(b); State Board of Education Policy 2.103; Public Acts of 2017, Chapter No. 207

Legal References

6. TCA 49-6-405(b)(2)
7. TCA 49-2-114
8. 28 CFR § 36.201
9. *Lee v. Weisman*, 505 U.S. 577(1992), 112 S. Ct. 2649, 120 L. Ed. 2d 467 (1992)
10. State Board of Education Policy 2.103; TCA 49-6-6010

Cross References

~~Section 504 & ADA Grievance Procedures 1.802~~
~~Student Fees and Fines 6.709~~

Cross References

Section 504 & ADA Grievance Procedures 1.802
Student Fees and Fines 6.709



Reedy & Sykes

Architecture and Design

17 February 2020

Dr. Corey Gardenhour
Director of Schools
Elizabethton City Schools
804 S. Watauga Ave.
Elizabethton, TN 37643

Re: ECS Baseball Practice/Park and Rec Maintenance Facility
Architect's Project Number: A00620

Dear Dr. Gardenhour:

We are pleased to be selected as architects for the above referenced project. It is our understanding that we will provide architectural/engineering services to produce construction documents for the purpose of providing a new facility to house both Elizabethton City School Baseball Practice Facility and City of Elizabethton Park and Recreation Maintenance Facility. The size of the proposed project will be 60 ft by 150 ft (9,000 sf). After our initial preliminary design services are completed, our proposed professional architectural/engineering services will include civil, structural, mechanical, and electrical engineering services.

As we start the design of the your facility, and, together, agree upon the scope of our work, we will then be able to determine the total professional service fee. Initially, our work on conceptual studies will be billed on the basis of our hourly rates:

Architect's time	\$140.00/HR
Designer's time	\$ 90.00/HR
Draftsman's time	\$ 65.00/HR
Clerical time	\$ 45.00/HR

As we prepare the preliminary designs for your facility, we will limit our time on the project to **\$5,000.00** at the above hourly rates. We will not proceed until you have reviewed the drawings, and given your authorization to proceed with additional work. Our initial work will include a preliminary floor plan, site plan and exterior elevations.

Our professional fee for full architectural/engineering services for this Project will be **Six (6%) percent** of the construction cost. In our meeting on Friday, February 14, 2020, we discussed that the project high estimate for construction cost could be \$450,000.00. This example of our fee based upon this amount would be **\$27,000.00** and would include the following professional services:

1. **PRELIMINARY DESIGN:** Conceptual Design Studies and Presentations of various aspects of a Project based on previous conferences with Owner/Client; Coordination of Consultants.
2. **DESIGN DEVELOPMENT:** More complete development of that Design and Preparation of Drawings and other Documents that fix and describe the size and character of the entire Project; Coordination with Consultants.
3. **CONSTRUCTION DOCUMENTS:** The Drawings, Specifications and other Documents setting forth in detail the requirements for Construction of the entire Project.
4. **BIDDING OR NEGOTIATIONS:** Following the Owner's Approval of the Construction Documents, Assistance is provided in obtaining Bids or Negotiated Proposals and in awarding and preparing Construction Contracts.
5. **CONSTRUCTION CONTRACT ADMINISTRATION:** Administration of the Construction Contract which includes Construction Observation, Shop Drawing Review, Change Orders, Testing and Inspection Coordination, Project Close-out.

All monies from the initial agreed preliminary design fee will be credited toward the final professional fee. Payment of fee is to be made on a monthly basis, in proportion to services performed through the last working day of each month. Payment is expected by the twentieth of the following month. If the Architect's Services or the scope of the Project is changed materially, the amounts of compensation shall be equitably adjusted. The total payments of the completion of each phase of our work corresponds to the following percentages of the final professional fee (the following is an example based upon the \$27,000.00 A/E fee):

Preliminary Design	15%	\$ 4,050.00
Design Development	20%	\$ 5,400.00
Construction Documents	45%	\$12,150.00
Bidding or Negotiations	3%	\$ 810.00
Construction Contract Administration	17%	\$ 4,590.00

When we proceed with the project to provide a full service fee, we will mutually agree upon the selection of the Civil, Structural, Mechanical, and Electrical Engineers.

Reimbursable expenses, for which you will be billed at cost, include blueprints and reproductions, the cost of all fees for government agencies, and travel (\$0.50 per mile) outside the Tri-Cities Area if required. Items that are specifically excluded from the scope of our services are as follows: 1) the cost of special testing and inspections required by governing agencies; 2) the cost of a survey of the property; and 3) a soils investigation report.

We use the American Institute of Architects (AIA) Standard Form of Agreement between Owner and Architect. This document more precisely defines the Architects's professional services and the responsibilities of the Owner. Of course, this letter is not intended to be contractual in nature, and serves only to present to you our proposal for professional preliminary design services.

Additional work that is over and above our normal services, as described above and for which we shall be entitled to extra fees, include the following:

- A. Providing interior design or decorating services.
- B. Preparing extensive drawings for alternative bids.
- C. Making major revisions to contract documents that are at variance with your previous approvals or instructions.
- D. Making major revisions to contract documents made necessary by the default of a contractor or by major defects in the contractor's work.
- E. Contracting the services of a professional artist for an architectural rendering.
- F. Detailed presentation model.

Our firm's principals are licensed to practice architecture in the state of Tennessee and we stand professionally liable for work performed by our office. Also, our consulting engineers are licensed in the state of Tennessee and will be separately professionally liable for their work. With a complete set of contract documents, you, as an owner, are protected from omissions and errors in performance of the contract documents, and you will certainly be free to call on us at any time, and from time to time, throughout the term of our contract. We pride ourselves on having close working relationships with our clients.

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon at least seven days' written notice to the Architect in

the event that the Project is permanently abandoned. In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due.

Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used by the Owner on other projects, for additions to this Project, or for completion of this Project by others provided the Architect is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

We appreciate this opportunity to work with you and know the results of our joint effort will satisfy your needs in a successful and creative manner. If the foregoing meets your approval, please sign and return one copy of this agreement and this will be our approval to proceed with the work.

Please let us know if we can furnish any further information to you at this point. We look forward to hearing from you.

Very truly yours,
REEDY & SYKES



Robert E. Reedy, AIA, LEED AP BD+C
Partner

RER:br

Confirmed and accepted:

BY: _____

DATE: _____

These are the items from the state website where the information will have to be copied and pasted. The answers are in blue.

Special program of Study (SPOS) Information

Use this application for all special NEW CTE Special Programs of Study and related special courses.

Use this document to compile and upload all information required to apply for a new 2020-21 Special Program of Study. It is necessary to fill out the document in its entirety for each unique New Special Program of Study. Incomplete submissions will not be reviewed.

Special Program of Study Name*

Extended Reality

Career Cluster*

Information Technology

Provide a brief description and rationale for the proposed SPOS*

EHS applied for and got a special course within an existing program of study a year ago. We incorporated a Virtual Reality class into the Web Design Program of Study. Now, after doing this for a year, we realize that virtual reality needs to be broken up with more time devoted to Augmented Reality AR, Virtual Reality VR, and Mixed Reality MR. Students will discover pathways such as coding using C++, C#, Visual Scripting, as well as making use of and understanding techniques and strategies of digital arts and media. Students will demonstrate an understanding of design software using a game engine which will include production elements such as rendering, audio, physics, input, AI, and lighting. Upon completion of the XRI course, students will be prepared for XRII and be able to demonstrate the aforementioned traits and skills and portray them in an industry setting as well as developing a better understanding of the definition of Extended Reality.

The Extended Reality II (XRII) is a course intended to provide students with a deeper outlook into Extended Reality. Extended Reality is a term used to describe immersive technologies that merge virtual worlds and real environments. It combines Augmented Reality (AR), Virtual Reality (VR), and Mixed Reality (MR). It is a relatively new set of technology opportunities that can change the way we interact with the world as well as each other. The end goal is to provide students with an immersive course that studies and develops XR as well as gaining the skills that would entail in creating XR experiences.

Most importantly, we have more clearly defined our partnership with Lobaki in Jackson MS. We have two students that we be interning in Jackson this summer. The hope is that will lead to full time jobs after the summer internship. Mr Jordan, who owns Lobaki, is leasing property next to the TCAT Elizabethton in hopes of hiring at least 100 folks to work on extended reality projects. Mr Jordan has met with ETSU and Northeast State Community College in efforts to do extended reality so he can broaden his employee base.

Identify the occupation(s) and careers aligned to this SPOS, and summarize and interpret the local/regional job outlook for the identified occupation(s)/career(s), including labor market data and citation of multiple sources. Districts may insert charts/figures from labor market sources that support the implementation of the proposed SPOS. Districts may choose to input that information here or upload a document. If uploading, please indicate here that information will be uploaded and in the uploaded document include district name and SPOS name.*

Most importantly, we have more clearly defined our partnership with Lobaki in Jackson MS. We have two students that we be interning in Jackson this summer. The hope is that will lead to full time jobs after the summer internship. Mr Jordan, who owns Lobaki, is leasing property next to the TCAT Elizabethton in hopes of hiring at least 100 folks to work on extended reality projects. Mr Jordan has met with ETSU and Northeast State Community College in efforts to do extended reality so he can broaden his employee base.

List of references/sources used in developing the SPOS*

Jason Clevinger- EHS business teacher - Developed the curriculum

Vince Jordan Co-Founder/CEO of Lobaki in Jackson MS- Reviewed the curriculum

Josiah Jordan Co-Founder/CTO of Lobaki in Jackson MS- Reviewed the curriculum

Marty Fitzgerald, Professor of Digital Media at ETSU

SPOS Course Sequence: For each level provide the course name and, where appropriate, identify special courses, early postsecondary opportunities (including type of EPSO and postsecondary partner), and industry certifications. *

Career Cluster Information Technology

Program of Study Extended Reality

Course 1 Computer Science Foundations

--or--

AP Computer Science Principles

Course 2 Extended Reality 1

--or--

Dual Enrollment

ETSU 1250 online

Course 3 Extended Reality 2

Extended Reality 2 then ETSU will count combined class as Digital Media Game Design 1500 for 4 Dual Enrollment Credits**

Course 4 Dual Enrollment

ETSU Principles of Animation DIGM 1800

--or--

Work Based Learning

Aligned Postsecondary Pathways: Explain the local/regional postsecondary programs and industry certifications students expect to pursue upon completion of this SPOS at all types of postsecondary (TCAT, community college, four-year). Specify each institution where aligned programs are available (ex: TCAT-Anytown). *

As noted there is an option to do AP Computer Science Principles

As noted above we have a verbal agreement with ETSU, and are waiting on the written MOU that if students take Extended Reality 1 (what EHS called Virtual Reality in 2019--20) and Extended Reality 2 that they will get dual enrollment for the Digital Media Game Design 1500 which is worth 4 credit hours.

Also as previously noted, we are allowing student to opt out of Extended Reality 1 with the ETSU Dual Enrollment 1250 which is an online course.

Also as previously noted, we are allowing student to take a level 4 course with the ETSU Dual Enrollment 1800 Principles of Animation DIGM which is an online course.

thus, there are 13 possible dual enrollment credits in this new program of study.

Do you have Special Courses to submit that accompany this Special Program of Study?*

Yes No

Special Course Application-Course 1

Use this application for all special courses aligning to the above CTE Special Program of Study.

Use this document to compile and upload all information required to apply for a 2020-21 special course. It is necessary to fill out the document in its entirety for each unique Special Course. Incomplete submissions will not be reviewed

District*

Elizabethton City Schools

Course Name*

Extended Reality 1

Course Description*

Extended Reality I (XRI) is a course intended to provide students with a futuristic experience to a virtual world. XR is a term used to describe immersive technologies that merge virtual worlds and real environments. It combines Augmented Reality (AR), Virtual Reality (VR), and Mixed Reality (MR). Students will discover pathways such as coding using C++, C#, Visual Scripting, as well as making use of and understanding techniques and strategies of digital arts and media. Students will demonstrate an understanding of design software using a game engine which will include production elements such as rendering, audio, physics, input, AI, and lighting. Upon completion of the XRI course, students will be prepared for XRII and be able to demonstrate the aforementioned traits and skills and portray them in an industry setting as well as developing a better understanding of the definition of Extended Reality.

When will this course be offered?*

Fall Semester Spring Semester Year-Long

If Online Delivery:

Asynchronous Synchronous

Proposed Level of Special Course*

Introduction (Level 1) Intermediate (Level 2) Advanced (Level 3) Capstone (Level 4)

Note: The final determination of the level of the special course will be included in the letter of approval.

Course standards including alignment to Tennessee Academic Standards: This information may be provided in an uploaded separate document or included here. If a separate document is uploaded,

please include District Name and Course Name along with standards information in that separate document.*

Safety

- 1.) Read, interpret, and demonstrate the ability to adhere to safety that pertains to electrical safety, internet safety, OSHA guidelines, and state and national code requirements. Students will be able to distinguish between these rules and explain how these rules apply.
- 2.) Explain and identify the intended use of tools and equipment within the virtual lab and learn how to inspect, use, and safely maintain the hardware and software associated with VR.

Basics of XR

- 3.) Students will be able differentiate between:
 - a. Augmented Reality (AR)
 - b. Mixed Reality (MR)
 - c. Virtual Reality (VR)
- 4.) Research and develop an understanding of the impact XR is having on the modern industry. Students will be able to determine the most effective uses of products, software, and development regarding this growth.

Basics of Game/Experience Development

- 5.) Demonstrate an understanding of the Game Development Life Cycle. Students must design and develop a product, character, world, or function so that the cycle is complete and the concept has solidified sustainability within a project.
- 6.) Establish knowledge of the following terminology that is required in any XR environment or concept:
 - a. Space
 - b. Goals
 - c. Actors/Characters
 - d. Mechanics
 - e. Rules
- 7.) In the introductory stages of XR exploration, students will develop knowledge of Experiential-Driven Design:
 - a. Presence
 - b. Scale
 - c. Empathy
 - d. Emotion
 - e. Visceral Experience

Concepts of a Game Engine

- 8.) Students will be able to describe and distinguish the proper use of a game engine. The student will be able to successfully enhance the interactive experience by manipulating the 'game' engine concept. In addition to learning the game engine, the student will also be able to define and integrate each of the following terms relevant to creation:
- a. Audio Engine
 - b. Render Engine
 - c. Physics Engine
 - d. Input Manager
 - e. AI System

Learning to use Unreal Engine

- 9.) Be able to demonstrate and discuss the unique strengths of XR and how the industry will approach the game design experience using Unreal Engine as a driving force. Within Unreal Engine, learn and develop an understanding of:
- a. the Epic Games Launcher
 - b. Learn Tab
 - c. Library Tab
 - d. Viewport
 - e. World Outliner
 - f. Details Panel
 - g. Content Folders
 - h. Blueprints
- 10.) Using the Unreal software, students will create a project from a blank slate or using existing templates. This project could be an individual or group task depending on the specific needs of the project. To show mastery of the software, the project must show valid use of (but not limited to):
- a. Content Browser
 - b. Geometry Brushes
 - c. Static Meshes
 - d. Skeletal Meshes
 - e. Landscapes
 - f. Materials and Decals
 - g. Lighting (Point, Directional, and Spot)
 - h. Post Process Volume
 - i. Fog (Atmospheric, Exponential, and Volumetric)
 - j. Sound and Cues

Working with Unreal Engine

- 11.) Develop an understanding of how to build an environment or add elements into a world. Demonstrate functionality and how can it be added with C++ or Blueprint Script.

- 12.) Using Unreal Engine, develop an understanding of proper framework within a project and incorporate the use of other tools that can interact well with the software such as:
- Google TiltBrush
 - Google Blocks
 - Oculus Medium
 - Gravity Sketch
 - ModBox
- 13.) Demonstrate an understanding of Artificial Intelligence within Unreal Engine when interacting with a world. The creator should be able to answer questions such as:
- How will they process tasks?
 - What is its perception of the world?
 - What is its understanding of the world?
 - Can it adapt?
 - What are the reactions?

Project Management

- 14.) Develop an understanding of each of the roles that are important in project managing:
- Technical Artist
 - Audio Engineer
 - Game Designer
 - Artist
 - Programmer
 - Level Designer
 - Project Manager
 - Tester
 - Marketing and Outreach
 - Infrastructure

Portfolio Creation

- 15.) Upon leaving the course, students will create a personal portfolio with projects, creations, designs, etc. that demonstrates a full understanding of the course and software. The portfolio will consist of screenshots, explanations, and authentic representations of items that will portray to the project leader or industry what skills they hold.

Number of credit(s)*

1

Pre-requisite course(s)*

Computer Science Foundations or AP Computer Science Principles

Early postsecondary opportunities and/or industry certifications*

As noted there is an option to do AP Computer Science Principles As noted above we have a verbal agreement with ETSU, and are waiting on the written MOU that if students take Extended Reality 1 (what EHS called Virtual Reality in 2019--20) and Extended Reality 2 that they will get dual enrollment for the Digital Media Game Design 1500 which is worth 4 credit hours. Also as previously noted, we are allowing student to opt out of Extended Reality 1 with the ETSU Dual Enrollment 1250 which is an online course. Also as previously noted, we are allowing student to take a level 4 course with the ETSU Dual Enrollment 1800 Principles of Animation DIGM which is an online course. thus, there are 13 possible dual enrollment credits in this new program of study.

Teacher Requirements*

Endorsements: 037, 041, 055, 056, 057, 070, 153, 157, 203, 204, 230, 231, 232, 233, (042 and 043), (042 and 044), (042 and 045), (042 and 046), (042 and 047), (042 and 077), (042 and 078), (042 and 079), (043 and 044), (043 and 045), (043 and 046), (043 and 047), (043 and 077), (043 and 078), (043 and 079), (044 and 045), (044 and 046), (044 and 047), (044 and 077), (044 and 078), (044 and 079), (045 and 046), (045 and 047), (045 and 077), (045 and 078), (045 and 079), (046 and 047), (046 and 077), (046 and 078), (046 and 079), (046 and 047), (046 and 077), (047 and 077), (047 and 078), (047 and 079), (077 and 078), (077 and 079), (078 and 079), 311, 434, 435, 436, 470, 475, 476, 477, 516, 519, 582, 583, 595, 543, 711, 740 AND All endorsements except for 742 will require either the NOCTI test code 5906: Computer Programming certification or the equivalent of twelve semester hours of computer course work including at least six hours of programming language.

OR

a math certified teacher (013, 125, 413, or 925)

Provide justification for offering this special course (reason for including this course in the school program)*

An EHS teacher saw Mr Vince Jordan, the founder of Lobaki, on a news program talking about the way of the future will be in Virtual Reality. The EHS teacher asked him to come to EHS to speak to Elizabethton City Schools representatives. This was followed by a group from ECS going to Jackson MS to see the Lobaki VR Academy. Then ECS sent a CTE teacher and CTE Director to Jackson MS to see VR being used at Jackson Prep Academy. Then, the CTE Director did research by contacting Bryant Nall, Career Consultant for Information Technology; Tina Faust, CTE CORE Consultant; Thomas Fuhrman and Sam Brooks, administrators in Putnam County; Dr Wendt, professor at Tennessee Tech; Dr Beach, professor at Tennessee Tech; Joe T Wood, former Director of Schools in west TN; Blair Henley, professor at Tusculum University; David Blair, professor at Northeast State Community College; Matthew Ryan Desjardins, professor at ETSU; Danny O'Quinn, Assistant Director at TCAT Elizabethton; and Dr Bo Shadden, CTE Director in Kingsport City Schools. The summary of the research was that Virtual Reality is coming. However, no one is teaching it as a stand-alone course. Several places either have considered it or are incorporating it into existing programs of study or classes. The expense is the number one reason no one has jumped board, yet. The next biggest reason is no company or business is doing this now in our region. There is one company in southwest Virginia that uses this as a training tool. On the national level there are numerous companies that use this for training. Dr Gardenhour, Director of Schools in Elizabethton has talked to our educational partner XQ, and they will help fund us trying to do this. We view VR as part of Extended Reality, which includes VR, Augmented Reality, and Augmented Virtuality.

However, we just want to start it on a small scale. EHS started Web Design two years ago. This year we offered our first Coding class. We want to build on each of them. Ms Lottie Ryans has done the research to show that the four career areas in our region are Health Science, Construction, Advanced Manufacturing, and Information Technology. Although Virtual Reality has some Digital Arts related to it, we found we could best tie it in to our Web Design program of study. So, Mr Jason Clevinger, the CTE teacher that visited Jackson MS, has been in contact with Vince Jordan, the Founder and CEO of Lobaki and Josiah Jordan, the Founder and CTO of Lakoki. Mr Clevinger wrote standards and sent them to our Lobaki partners. They made minor modifications to the standards we are submitting and then sent some suggestions for the 2nd phase of what they are asking the educational partners to do in Mississippi. They have currently put ER at an affluent private school and two rural low economic schools on the delta. Those schools are moving on with phase 2. Thus, we can easily see how those schools do and then adapt.

Now, in year 2, we see that we need to expand Virtual Reality into TWO Extended Reality courses.

Describe how this course was developed*

An EHS teacher saw Mr Vince Jordan, the founder of Lobaki, on a news program talking about the way of the future will be in Virtual Reality. The EHS teacher asked him to come to EHS to speak to Elizabethton City Schools representatives. This was followed by a group from ECS going to Jackson MS to see the Lobaki VR Academy. Then ECS sent a CTE teacher and CTE Director to Jackson MS to see VR being used at Jackson Prep Academy. Then, the CTE Director did research by contacting Bryant Nall, Career Consultant for Information Technology; Tina Faust, CTE CORE Consultant; Thomas Fuhrman and Sam Brooks, administrators in Putnam County; Dr Wendt, professor at Tennessee Tech; Dr Beach, professor at Tennessee Tech; Joe T Wood, former Director of Schools in west TN; Blair Henley, professor at Tusculum University; David Blair, professor at Northeast State Community College; Matthew Ryan Desjardins, professor at ETSU; Danny O'Quinn, Assistant Director at TCAT Elizabethton; and Dr Bo Shadden, CTE Director in Kingsport City Schools. The summary of the research was that Virtual Reality is coming. However, no one is teaching it as a stand-alone course. Several places either have considered it or are incorporating it into existing programs of study or classes. The expense is the number one reason no one has jumped board, yet. The next biggest reason is no company or business is doing this now in our region. There is one company in southwest Virginia that uses this as a training tool. On the national level there are numerous companies that use this for training. Dr Gardenhour, Director of Schools in Elizabethton has talked to our educational partner XQ, and they will help fund us trying to do this. We view VR as part of Extended Reality, which includes VR, Augmented Reality, and Augmented Virtuality. However, we just want to start it on a small scale. EHS started Web Design two years ago. This year we offered our first Coding class. We want to build on each of them. Ms Lottie Ryans has done the research to show that the four career areas in our region are Health Science, Construction, Advanced Manufacturing, and Information Technology. Although Virtual Reality has some Digital Arts related to it, we found we could best tie it in to our Web Design program of study. So, Mr Jason Clevinger, the CTE teacher that visited Jackson MS, has been in contact with Vince Jordan, the Founder and CEO of Lobaki and Josiah Jordan, the Founder and CTO of Lakoki. Mr Clevinger wrote standards and sent them to our Lobaki partners. They made minor modifications to the standards we are submitting and then sent some suggestions for the 2nd phase of what they are asking the educational partners to do in Mississippi. They

have currently put ER at an affluent private school and two rural low economic schools on the delta. Those schools are moving on with phase 2. Thus, we can easily see how those schools do and then adapt.

List the names/titles of individuals who developed the course*

Jason Clevinger- EHS business teacher - Developed the curriculum

Vince Jordan Co-Founder/CEO of Lobaki in Jackson MS- Reviewed the curriculum

Josiah Jordan Co-Founder/CTO of Lobaki in Jackson MS- Reviewed the curriculum

Marty Fitzgerald, Professor of Digital Media at ETSU

Content Area/Career Cluster *

Career Cluster Information Technology Program of Study Extended Reality

Industry Certification *

None

Provide any other pertinent information about this course

Do you have a second Special Course to enter related to this Special Program of Study?*



Yes



No

Special Course Application - Course 2

Use this application for all special courses aligning to the above CTE Special Program of Study.

Use this document to compile and upload all information required to apply for a 2020-21 special course. It is necessary to fill out the document in its entirety for each unique Special Course. Incomplete submissions will not be reviewed.

District*

Elizabethton City Schools

Course Name*

Extended Reality 2

Course Description*

Extended Reality II (XRII) is a course intended to provide students with a deeper outlook into Extended Reality. Extended Reality is a term used to describe immersive technologies that merge virtual worlds and real environments. It combines Augmented Reality (AR), Virtual Reality (VR), and Mixed Reality (MR). It is a relatively new set of technology opportunities that can change the way we interact with the world as well as each other. The end goal is to provide students with an immersive course that studies and develops XR as well as gaining the skills that would entail in creating XR experiences.

When will this course be offered?*

Fall Semester Spring Semester Year-Long

Course Delivery Mode: Will any portion of this course be delivered online?*

Yes No Blended

If Online Delivery:

Asynchronous Synchronous

Proposed Level of Special Course*

Introduction (Level 1) Intermediate (Level 2) Advanced (Level 3) Capstone (Level 4)

Note: The final determination of the level of the special course will be included in the letter of approval.

Course standards including alignment to Tennessee Academic Standards: This information may be provided in an uploaded separate document or included here. If a separate document is uploaded, please include District Name and Course Name along with standards information in that separate document.*

Safety

- 1.) Read, interpret, and demonstrate the ability to adhere to safety that pertains to electrical safety, internet safety, OSHA guidelines, and state and national code requirements. Students will be able to distinguish between these rules and explain how these rules apply.

- 2.) Explain and identify the intended use of tools and equipment within the virtual lab and learn how to inspect, use, and safely maintain the hardware and software associated with XR.

XR Development

- 3.) Students will be able to comprehend the proper settings for making a valuable XR experience.
 - a. Set Design
 - b. Texturing
 - c. Lighting
 - d. Audio, Music, & Sound Effects
 - e. Animation

- 4.) Comprehend and integrate the level design process within the creation of a project. Students must show the ability to work within a team environment to successfully focus on each step individually, its purpose, and importance in completing a user-friendly level.

- 5.) Comprehend the concepts of how to engage the end user in a maximum level of entertainment while understanding and defining the differences in:
 - a. Positive Reinforcement
 - b. Negative Reinforcement
 - c. Punishment

- 6.) Students will collaborate and analyze data to develop a project that will ensure the team can successfully create and develop a gaming project. Students will evaluate and generate the proper documentation associated with the game development process:
 - a. Design Document
 - b. Pitch Document

- c. Feature Matrix
- d. Art Portfolio
- e. Art Budget
- f. Production Budget

7.) Students must show the ability to work in a team both from a large-scale and small-scale environment. Each student must individually substantiate knowledge to manage a project and understand their specific role in completion of the project.

8.) Research and select a best fit software for 3D computer graphics applications to enhance the XR experience. Students should become familiar with:

- a. Blender
- b. Maya
- c. Adobe Products
- d. ZBrush
- e. Quixel
- f. Reallusion

9.) By using examples of these applications, students will gain a more in depth understanding of how to incorporate the use of:

- a. 3D Models
- b. Animations
- c. Rendering
- d. Textures
- e. Rigging

10.) Students will use skills and knowledge previously learned to create the ultimate XR experience within the duration of the class. Focal points should be:

- a. Symmetry
- b. Aesthetics
- c. Cooperation
- d. Interactions
- e. Appeal

Portfolio Creation

11.) Upon leaving the course, students will create a personal portfolio with projects, creations, designs, etc. that demonstrates a full understanding of the course and software. The portfolio will consist of screenshots, explanations, and authentic representations of items that will portray to the project leader or industry what skills they hold.

Number of credit(s)*

1

Pre-requisite course(s)*

Extended Reality 1 or DE ETSU 1250

Early postsecondary opportunities and/or industry certifications*

As noted there is an option to do AP Computer Science Principles As noted above we have a verbal agreement with ETSU, and are waiting on the written MOU that if students take Extended Reality 1 (what EHS called Virtual Reality in 2019--20) and Extended Reality 2 that they will get dual enrollment for the Digital Media Game Design 1500 which is worth 4 credit hours. Also as previously noted, we are allowing student to opt out of Extended Reality 1 with the ETSU Dual Enrollment 1250 which is an online course. Also as previously noted, we are allowing student to take a level 4 course with the ETSU Dual Enrollment 1800 Principles of Animation DIGM which is an online course. thus, there are 13 possible dual enrollment credits in this new program of study.

Teacher Requirements*

Endorsements: 037, 041, 055, 056, 057, 070, 153, 157, 203, 204, 230, 231, 232, 233, (042 and 043), (042 and 044), (042 and 045), (042 and 046), (042 and 047), (042 and 077), (042 and 078), (042 and 079), (043 and 044), (043 and 045), (043 and 046), (043 and 047), (043 and 077), (043 and 078), (043 and 079), (044 and 045), (044 and 046), (044 and 047), (044 and 077), (044 and 078), (044 and 079), (045 and 046), (045 and 047), (045 and 077), (045 and 078), (045 and 079), (046 and 047), (046 and 077), (046 and 078), (046 and 079), (046 and 047), (046 and 077), (047 and 077), (047 and 078), (047 and 079), (077 and 078), (077 and 079), (078 and 079), 311, 434, 435, 436, 470, 475, 476, 477, 516, 519, 582, 583, 595, 543, 711, 740 AND All endorsements except for 742 will require either the NOCTI test code 5906: Computer Programming certification or the equivalent of twelve semester hours of computer course work including at least six hours of programming language.

OR

a math certified teacher (013, 125, 413, or 925)

Provide justification for offering this special course (reason for including this course in the school program)*

An EHS teacher saw Mr Vince Jordan, the founder of Lobaki, on a news program talking about the way of the future will be in Virtual Reality. The EHS teacher asked him to come to EHS to speak to Elizabethton City Schools representatives. This was followed by a group from ECS going to Jackson MS to see the Lobaki VR Academy. Then ECS sent a CTE teacher and CTE Director to Jackson MS to see VR being used at Jackson Prep Academy. Then, the CTE Director did research by contacting Bryant Nall, Career Consultant for Information Technology; Tina Faust, CTE CORE Consultant; Thomas Fuhrman and Sam Brooks, administrators in Putnam County; Dr Wendt, professor at Tennessee Tech; Dr Beach, professor at Tennessee Tech; Joe T Wood, former Director of Schools in west TN; Blair Henley, professor at Tusculum University; David Blair, professor at Northeast State Community College; Matthew Ryan Desjardins, professor at ETSU; Danny O'Quinn, Assistant Director at TCAT Elizabethton; and Dr Bo Shadden, CTE Director in Kingsport City Schools. The summary of the research was that Virtual Reality is coming. However, no one is teaching it as a stand-alone course. Several places either have considered it or are incorporating it into existing programs of study or classes. The expense is the number one reason no one has jumped board, yet. The next biggest reason is no company or business is doing this now in our region. There is one company in southwest Virginia that uses this as a training tool. On the national level there are numerous companies that use this for training. Dr Gardenhour, Director of Schools in Elizabethton has talked to our educational partner XQ, and they will help fund us trying to do this. We view VR as part of Extended Reality, which includes VR, Augmented Reality, and Augmented Virtuality. However, we just want to start it on a small scale. EHS started Web Design two years ago. This year we offered our first Coding class. We want to build on each of them. Ms Lottie Ryans has done the research to show that the four career areas in our region are Health Science, Construction, Advanced Manufacturing, and Information Technology. Although Virtual Reality has some Digital Arts related to it, we found we could best tie it in to our Web Design program of study. So, Mr Jason Clevinger, the CTE teacher that visited Jackson MS, has been in contact with Vince Jordan, the Founder and CEO of Lobaki and Josiah Jordan, the Founder and CTO of Lakoki. Mr Clevinger wrote standards and sent them to our Lobaki partners. They made minor modifications to the standards we are submitting and then sent some suggestions for the 2nd phase of what they are asking the educational partners to do in Mississippi. They have currently put ER at an affluent private school and two rural low economic schools on the delta. Those schools are moving on with phase 2. Thus, we can easily see how those schools do and then adapt.

Now, in year 2, we see that we need to expand Virtual Reality into TWO Extended Reality courses.

Describe how this course was developed*

An EHS teacher saw Mr Vince Jordan, the founder of Lobaki, on a news program talking about the way of the future will be in Virtual Reality. The EHS teacher asked him to come to EHS to speak to Elizabethton City Schools representatives. This was followed by a group from ECS going to Jackson MS to see the

Lobaki VR Academy. Then ECS sent a CTE teacher and CTE Director to Jackson MS to see VR being used at Jackson Prep Academy. Then, the CTE Director did research by contacting Bryant Nall, Career Consultant for Information Technology; Tina Faust, CTE CORE Consultant; Thomas Fuhrman and Sam Brooks, administrators in Putnam County; Dr Wendt, professor at Tennessee Tech; Dr Beach, professor at Tennessee Tech; Joe T Wood, former Director of Schools in west TN; Blair Henley, professor at Tusculum University; David Blair, professor at Northeast State Community College; Matthew Ryan Desjardins, professor at ETSU; Danny O'Quinn, Assistant Director at TCAT Elizabethton; and Dr Bo Shadden, CTE Director in Kingsport City Schools. The summary of the research was that Virtual Reality is coming. However, no one is teaching it as a stand-alone course. Several places either have considered it or are incorporating it into existing programs of study or classes. The expense is the number one reason no one has jumped board, yet. The next biggest reason is no company or business is doing this now in our region. There is one company in southwest Virginia that uses this as a training tool. On the national level there are numerous companies that use this for training. Dr Gardenhour, Director of Schools in Elizabethton has talked to our educational partner XQ, and they will help fund us trying to do this. We view VR as part of Extended Reality, which includes VR, Augmented Reality, and Augmented Virtuality. However, we just want to start it on a small scale. EHS started Web Design two years ago. This year we offered our first Coding class. We want to build on each of them. Ms Lottie Ryans has done the research to show that the four career areas in our region are Health Science, Construction, Advanced Manufacturing, and Information Technology. Although Virtual Reality has some Digital Arts related to it, we found we could best tie it in to our Web Design program of study. So, Mr Jason Clevinger, the CTE teacher that visited Jackson MS, has been in contact with Vince Jordan, the Founder and CEO of Lobaki and Josiah Jordan, the Founder and CTO of Lakoki. Mr Clevinger wrote standards and sent them to our Lobaki partners. They made minor modifications to the standards we are submitting and then sent some suggestions for the 2nd phase of what they are asking the educational partners to do in Mississippi. They have currently put ER at an affluent private school and two rural low economic schools on the delta. Those schools are moving on with phase 2. Thus, we can easily see how those schools do and then adapt.

List the names/titles of individuals who developed the course*

Jason Clevinger- EHS business teacher - Developed the curriculum

Vince Jordan Co-Founder/CEO of Lobaki in Jackson MS- Reviewed the curriculum

Josiah Jordan Co-Founder/CTO of Lobaki in Jackson MS- Reviewed the curriculum

Marty Fitzgerald, Professor of Digital Media at ETSU

Content Area/Career Cluster *

Career Cluster Information Technology Program of Study Extended Reality

Industry Certification *

None

Provide any other pertinent information about this course

Do you have a second Special Course to enter related to this Special Program of Study?*

Yes No



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General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)Interior Renovations and
Re-Roofing of Existing Buildings:
T A Dugger Junior High School
306 West 'E' Street
Elizabethton, Tennessee 37643
Telephone: 423-547-8025
TWA Project #020-001

THE OWNER:

(Name, legal status and address)
Elizabethton City Schools
804 South Watauga Avenue
Elizabethton, Tennessee 37643
Telephone: 423-547-8000

THE ARCHITECT:

(Name, legal status and address)
Thomas Weems Architect
3203 Hanover Road
Johnson City, Tennessee 37604
Telephone: 423-952-2700

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

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2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 14, 15.4.1

Written Orders

1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties 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, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall

continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required

submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop

Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and 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, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a

party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, 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 will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will 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. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed.

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However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect 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 information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will 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 will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon

compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will 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) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the

Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract

Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in

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whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional

insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be

sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract 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 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

Init.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

Init.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim 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. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 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 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.

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 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).

§ 15.4.4.2 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.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Thomas Weems, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 10:08:58 ET on 03/09/2020 under Order No. 7242688100 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction , as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

These are the items from the state website where the information will have to be copied and pasted. The answers are in blue.

Special Course Application 2020-21

Use this application for all special course applications except special courses aligning to a NEW CTE Special Program of Study.

Use this document to compile and upload all information required to apply for a 2020-21 special course. It is necessary to fill out the document in its entirety for each unique Special Course. Incomplete submissions will not be reviewed.

Special Course Name*

DE Advanced Computer Applications

School District Name*

Elizabethton City Schools

School District Number*

101

District Contact Name*

Mr Brian Culbert

District Contact Title*

CTE Director

District Contact Email*

brian.culbert@ecschoos.net

District Contact Phone Number*

(423) 547-8015 ext. 1514

Please provide a contact person and their email if there are any questions related to the standards or rationale for this course.*

Ryan White

List the school(s) and state school number(s) where this course will be offered for the 2019-20 school year.*

Elizabethton High School 15

Type of Course*

Career and Technical Education Enrichment General Education Special Populations ESL

When will this course be offered?*

Fall Semester Spring Semester Year-Long

Course Delivery Mode: Will any portion of this course be delivered online?*

No Yes Blended

If Online Delivery:

Asynchronous Synchronous

Proposed Level of Special Course*

Introduction (Level 1) Intermediate (Level 2) Advanced (Level 3) Capstone (Level 4)

Note: The final determination of the level of the special course will be included in the letter of approval.

Credit must be awarded in a specific area and cannot be requested simply as "elective credit." Select the content area for which credit would be awarded upon completion of this special course.*

English Language Arts Math Science Social Studies General Education-Exploratory Fine Arts
 World Language Physical Education Wellness Special Populations Career and Technical Education
 Other:

Career and Technical Education Courses ONLY: Specify the Career Cluster

Business Management & Administration

Special course standards are attached and include all appropriate references to Tennessee Academic Standards*

EVALUATION METHODS: Objectives will be measured by examinations, quizzes, homework, and projects. The final course grade will be composed of:

- 50% standard departmental examinations (three exams and a comprehensive final exam)
- 40% quizzes, homework, and projects
- 10% attendance

Your instructor will announce their sub-weighting of quizzes, homework, and projects in their syllabus addendum.

GRADING SCALE: Final grades will be awarded as follows:

A = 90-100%, B = 80-89%, C = 70-79%, D = 65-69%, F = Below 65%

It is a Computer and Information Sciences policy that average grades will not be rounded up (e.g. 89.99% = B).

COURSE OBJECTIVES: Upon successful completion of this course, the student will be able to:

- Eliminate apprehension toward the use of computers
- Provide hands-on exposure to microcomputers and their terminology
- Introduce system software and Windows
- Introduce e-mail systems

- Introduce the Internet
- Introduce word processing skills
- Introduce spreadsheet skills
- Introduce presentation development skills

COURSE CONTENT:

INFS 1010 Tentative Schedule-Fully Online

Weeks	Unit	Topic
1-4	Introduction	Intro, Materials, d2l and MyITLab, MyNortheast Set up accounts, e-mail, printing and conservation, Electronic Devices, etc
	Part 1: Chapter 1	Computer Concepts: Operating System, Input/Output/Storage Devices, Apps/Applications, Networks, Cloud, Sharing, Emailing with attachments, Office 365 Assignments: Concepts End of Chapter Quiz, Email Attachment Assignment
	Part 1: Chapter 2	Windows 10: Searching, Customizing, Managing Cortana, Downloading, Zip/Unzip, Navigating File Explorer, Files and Folders, Help/Action Center, Modifying Desktop, Setting Pin, Picture Password, OneDrive, Back Up, Restoring Files Assignments: Simulation, Windows End of Chapter Quiz
	Part 1: Chapter 3	Browse the Internet: Browse from Desktop and Start Menu, Favorites, Navigate/Search Websites, Manage Browser Tabs. Use Reading View, Print/Save Web Pages, Browsing History, Online Privacy, Web Notes Assignments: Internet End of Chapter Quiz, Sonic Wall Phishing
5	Concepts Exam	This exam will consist of objective and simulation style questions.
6-8	Begin Word	Introduction to Word
	Word 1	Create Letters and Memos Assignments: Simulation, End of Chapter Quiz, and Grader Project
	Word 2	Create Business Reports Assignments: Simulation, End of Chapter Quiz, and Grader Project
	Word 3	Create Flyers Assignments: Simulation, End of Chapter Quiz, and Grader Project
9	Word Exam	This exam will consist of objective and simulation style questions.
10-12	Begin Excel	Introduction to Excel
	Excel 1	Create Workbooks Assignments: Simulation, End of Chapter Quiz, and Grader Project
	Excel 2	Insert Summary Functions and Create Charts Assignments: Simulation, End of Chapter Quiz, and Grader Project
	Excel 3	Manage Multiple Worksheets Assignments: Simulation, End of Chapter Quiz, and Grader Project
13	Excel Exam	This exam will consist of objective and simulation style questions.
14-15	Begin PPT	Introduction to PPT
	PPT 1	Getting Started Assignments: Simulation, End of Chapter Quiz, and Grader Project
	PPT 2	Format a Presentation Assignments: Simulation, End of Chapter Quiz, and Grader Project
Final Exam Week	Word, Excel, and PPT	Comprehensive Final Exam: This exam will have Word, Excel and PowerPoint simulation style questions. There will be no objective questions on this exam.

INSTITUTIONAL POLICY STATEMENTS:

- **Classroom Management Policy:** The instructor has the primary responsibility for maintenance of academic integrity and controlling classroom behavior, and can order the temporary removal or exclusion from the classroom of any student engaged in disruptive conduct or conduct that violates the general policies of the institution for each class session during which the conduct occurs. Extended or permanent exclusion from the

classroom, beyond the session in which the conduct occurred, or further disciplinary action can be effected only through appropriate procedures of the institution.

Disruptive behavior in the classroom may be defined as, but not limited to, behavior that obstructs or disrupts the learning environment (e.g., offensive language, harassment of students and professors, repeated outbursts from a student which disrupt the flow of instruction or prevent concentration on the subject taught, failure to cooperate in maintaining classroom decorum, etc.), text messaging, and the continued use of any electronic or other noise or light emitting device which disturbs others (e.g., disturbing noises from beepers, cell phones, palm pilots, lap-top computers, games, etc.). Classroom misconduct includes other conduct prohibited in handbooks for specific programs of study.

Please refer to Northeast State's [Catalog and Student Handbook](#) for more information

Northeast State Community College strives to maintain an environment that is free of intimidation and encourages education of students to their fullest extent. Therefore, the College will not tolerate acts or threats of acts of sexual assault, physical assault, or any type of violence. Please refer to [Safe Northeast](#) for more information on campus safety programs.

- **[Plagiarism Statement](#):** Plagiarism, cheating, and other forms of academic dishonesty are prohibited. Please refer to [Academic and Classroom Misconduct](#) for more information.
- **[Accommodations for Students with Disabilities Statement](#):** In order for the College to make reasonable accommodations for students with documented or temporary disabilities, the student must contact Accessibility Services. Students who have been approved to receive reasonable accommodations will present a Faculty Accommodation Form to each instructor during the first week of classes. Accommodations include, but are not limited to, the following: extended time on tests, alternative test location, interpreter services, and adaptive software. Students must request accommodations for each semester. Testing accommodations must be arranged with each instructor and Accessibility Services prior to the scheduled test date. *No accommodations will be provided without approval from Accessibility Services.*
- **[Statement of Policy Regarding Children on Campus](#):** Please refer to [Minors on Campus](#) policy for more information.
- **[General Attendance Statement](#):** Students are expected to follow the [Attendance Regulations](#) as described by the institution or instructor.
- **[Emergency Evacuation Statement](#):** In case of any building evacuation, students are to proceed under the direction of their instructor to the nearest exit in an orderly manner. The nearest exit for this classroom location is (instructor will identify exit). To ensure your safety, everyone will move to (each instructor is to identify the nearest exit for each classroom and the designated safe area). No one is allowed to re-enter the building until official notification is given.
- **[iNortheast](#):** Students are recommended to have access to a personal device meeting the following minimum capabilities:

Device Requirements

- Academic Departments will determine utilization in the classroom and may require additional capabilities. Any additional program- and/or division-specific requirements will be outlined on course syllabi as well as available through the division office.
- The device must have 'Wi-Fi' capabilities.
- The device must be able to access the NeSCC network including all websites and the Student Service Portal for registration, library services, etc.
- The device must be able to access the current LMS (D2L-BrightSpace) in which students may access

- their course work, upload and download from the LMS, and send and receive emails within the LMS.
- The device must be able to access and operate the Chrome browser in order to access 'web-based' eTextbooks, videos, apps, and other digital content.
 - The device must be able to operate a word processing program.
 - The device must have a camera.
 - The device must have audio and earphone features and capabilities.
 - The device must be able to perform such functions as displaying eTextbooks, sending and receiving emails outside of the LMS, composing/writing papers, etc.

Revised for 1/2020

Course Description*

From Northeast State Community College:

Computer Applications is an examination of the development of computing technology and terminology. Topics include: identification of the functional components of a computer system; powering up a microcomputer; using word processing, spreadsheet, and presentation graphics; the proper handling of computer media; and an exploration of the uses of electronic mail and graphical Internet. Course not designed for transfer.

Course standards including alignment to Tennessee Academic Standards: This information may be provided in an uploaded separate document or included here. If a separate document is uploaded, please include District Name and Course Name along with standards information in that separate document.*

EVALUATION METHODS: Objectives will be measured by examinations, quizzes, homework, and projects. The final course grade will be composed of:

- 50% standard departmental examinations (three exams and a comprehensive final exam)
- 40% quizzes, homework, and projects
- 10% attendance

Your instructor will announce their sub-weighting of quizzes, homework, and projects in their syllabus addendum.

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- Provide hands-on exposure to microcomputers and their terminology
- Introduce system software and Windows
- Introduce e-mail systems
- Introduce the Internet
- Introduce word processing skills
- Introduce spreadsheet skills
- Introduce presentation development skills

COURSE CONTENT:

INFS 1010 Tentative Schedule-Fully Online

Weeks

Unit Topic

1-4 Introduction Intro, Materials, d2l and MyITLab, MyNortheast

Set up accounts, e-mail, printing and conservation, Electronic Devices, etc

Part 1: Chapter 1 Computer Concepts: Operating System, Input/Output/Storage Devices, Apps/Applications, Networks, Cloud, Sharing, Emailing with attachments, Office 365

Assignments: Concepts End of Chapter Quiz, Email Attachment Assignment

Part 1: Chapter 2 Windows 10: Searching, Customizing, Managing Cortana, Downloading, Zip/Unzip, Navigating File Explorer, Files and Folders, Help/Action Center, Modifying Desktop, Setting Pin, Picture Password, OneDrive, Back Up, Restoring Files

Assignments: Simulation, Windows End of Chapter Quiz

Part 1: Chapter 3 Browse the Internet: Browse from Desktop and Start Menu, Favorites, Navigate/Search Websites, Manage Browser Tabs. Use Reading View, Print/Save Web Pages, Browsing History, Online Privacy, Web Notes

Assignments: Internet End of Chapter Quiz, Sonic Wall Phishing

5 Concepts Exam This exam will consist of objective and simulation style questions.

6-8 Begin Word Introduction to Word

Word 1 Create Letters and Memos

Assignments: Simulation, End of Chapter Quiz, and Grader Project

Word 2 Create Business Reports

Assignments: Simulation, End of Chapter Quiz, and Grader Project

Word 3 Create Flyers

Assignments: Simulation, End of Chapter Quiz, and Grader Project

9 Word Exam This exam will consist of objective and simulation style questions.

10-12 Begin Excel Introduction to Excel

Excel 1 Create Workbooks

Assignments: Simulation, End of Chapter Quiz, and Grader Project

Excel 2 Insert Summary Functions and Create Charts

Assignments: Simulation, End of Chapter Quiz, and Grader Project

Excel 3 Manage Multiple Worksheets

Assignments: Simulation, End of Chapter Quiz, and Grader Project

13 Excel Exam This exam will consist of objective and simulation style questions.

14-15 Begin PPT Introduction to PPT

PPT 1 Getting Started

Assignments: Simulation, End of Chapter Quiz, and Grader Project

PPT 2 Format a Presentation

Assignments: Simulation, End of Chapter Quiz, and Grader Project

Final Exam Week Word, Excel, and PPT Comprehensive Final Exam: This exam will have Word, Excel and PowerPoint simulation style questions. There will be no objective questions on this exam.

INSTITUTIONAL POLICY STATEMENTS:

- **Classroom Management Policy:** The instructor has the primary responsibility for maintenance of academic integrity and controlling classroom behavior, and can order the temporary removal or exclusion from the classroom of any student engaged in disruptive conduct or conduct that violates the general policies of the institution for each class session during which the conduct occurs. Extended or permanent exclusion from the classroom, beyond the session in which the conduct occurred, or further disciplinary action can be effected only through appropriate procedures of the institution.

Disruptive behavior in the classroom may be defined as, but not limited to, behavior that obstructs or disrupts the learning environment (e.g., offensive language, harassment of students and professors, repeated outbursts from a student which disrupt the flow of instruction or prevent concentration on the subject taught, failure to cooperate in maintaining classroom decorum, etc.), text messaging, and the continued use of any electronic or other noise or light emitting device which disturbs others (e.g., disturbing noises from beepers, cell phones, palm pilots, lap-top computers, games, etc.). Classroom misconduct includes other conduct prohibited in handbooks for specific programs of study.

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Northeast State Community College strives to maintain an environment that is free of intimidation and encourages education of students to their fullest extent. Therefore, the College will not tolerate acts or threats of acts of sexual assault, physical assault, or any type of violence. Please refer to Safe Northeast for more information on campus safety programs.

- **Plagiarism Statement:** Plagiarism, cheating, and other forms of academic dishonesty are prohibited. Please refer to Academic and Classroom Misconduct for more information.

- **Accommodations for Students with Disabilities Statement:** In order for the College to make reasonable accommodations for students with documented or temporary disabilities, the student must contact Accessibility Services. Students who have been approved to receive reasonable accommodations will present a Faculty Accommodation Form to each instructor during the first week of classes. Accommodations include, but are not limited to, the following: extended time on tests, alternative test location, interpreter services, and adaptive software. Students must request accommodations for each semester. Testing accommodations must be arranged with each instructor and Accessibility Services prior to the scheduled test date. No accommodations will be provided without approval from Accessibility Services.
- **Statement of Policy Regarding Children on Campus:** Please refer to Minors on Campus policy for more information.
- **General Attendance Statement:** Students are expected to follow the Attendance Regulations as described by the institution or instructor.
- **Emergency Evacuation Statement:** In case of any building evacuation, students are to proceed under the direction of their instructor to the nearest exit in an orderly manner. The nearest exit for this classroom location is (instructor will identify exit). To ensure your safety, everyone will move to (each instructor is to identify the nearest exit for each classroom and the designated safe area). No one is allowed to re-enter the building until official notification is given.
- **iNortheast:** Students are recommended to have access to a personal device meeting the following minimum capabilities:

Device Requirements

- Academic Departments will determine utilization in the classroom and may require additional capabilities. Any additional program- and/or division-specific requirements will be outlined on course syllabi as well as available through the division office.
- The device must have 'Wi-Fi' capabilities.
- The device must be able to access the NeSCC network including all websites and the Student Service Portal for registration, library services, etc.
- The device must be able to access the current LMS (D2L-BrightSpace) in which students may access their course work, upload and download from the LMS, and send and receive emails within the LMS.
- The device must be able to access and operate the Chrome browser in order to access 'web-based' eTextbooks, videos, apps, and other digital content.
- The device must be able to operate a word processing program.
- The device must have a camera.
- The device must have audio and earphone features and capabilities.

- The device must be able to perform such functions as displaying eTextbooks, sending and receiving emails outside of the LMS, composing/writing papers, etc.

Revised for 1/2020

Number of credit(s)*

1

Pre-requisite course(s)*

Level 1 is Computer Applications, Level 2 is Business Communications, Level 3 is SDC Intro to Business, & then this course.

Early postsecondary opportunities and/or industry certifications *

This is a Dual Enrollment class we offer with Northeast State.

Teacher Requirements*

Northeast State provides the teacher. So, at least an Adjunct Professor

Provide justification for offering this special course (reason for including this course in the school program)*

This is that same course we offer LDC by means of an MOU with Northeast State for our Computer Application program. So, since mostly freshmen take the level 1 course, we have a low pass rate. This class has had over 30 EHS students in the last couple of years, but we need to tie it back to the Office Management POS.

Describe how this course was developed*

This is a Dual Enrollment course at Northeast State Community College. This is that same course we offer LDC by means of an MOU with Northeast State for our Computer Application program. So, since mostly freshmen take the level 1 course, we have a low pass rate. This class has had over 30 EHS students in the last couple of years, but we need to tie it back to the Office Management POS.

List the names/titles of individuals who developed the course*

Northeast State Community College

Content Area/Career Cluster (CTE ONLY)

Business Management & Administration

Industry Certification (CTE ONLY)

Industry Certifications for C12H25: Microsoft Office Specialist: (Excel) (PowerPoint) (Word) -and/or- Microsoft Office Expert-and/or- Microsoft Officer Master

Provide any other pertinent information about this course

Date of Approval by Local Board of Education*

Chairperson's Signature: We verify that the information on this application is complete and accurate. Assigning the proposed instructor to this special course will not preclude having all State Board of Education approved courses taught by appropriately endorsed teachers. *

Director of Schools' Signature: I verify that the information on this application is complete and accurate. Assigning the proposed instructor to this special course will not preclude having all State Board of Education approved courses taught by appropriately endorsed teachers. *

Report of Local Adoption of Textbooks*
 (This form remains in the office of the Local Director of Schools for the 6 year Adoption Period)

For the School Year 2020-2021

Report for schools of Elizabethton County, City, or Special District.

Subject: ELA

Recommendation of Local Textbook Selecting Committee

We, the duly appointed members of the Local Textbook Selecting Committee for the Subject of ELA, recommend that the Elizabethton (County or City) Board of Education adopt, from the State Approved List, the following textbooks to be used in the public schools of Elizabethton (County or City), as approved by the law and contract:

Basal	Co-Basal	Alternative Level	Technology Dependent	Grade	Author	Title	Company
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> HI <input type="checkbox"/> LO	<input checked="" type="checkbox"/>	6-8	Amplify	Amplify ELA	Amplify
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> HI <input type="checkbox"/> LO	<input type="checkbox"/>	9-12	Houghton Mifflin Harcourt	Into Literature, Tennessee	Houghton Mifflin Harcourt
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> HI <input type="checkbox"/> LO	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> HI <input type="checkbox"/> LO	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> HI <input type="checkbox"/> LO	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> HI <input type="checkbox"/> LO	<input type="checkbox"/>				

<input type="checkbox"/>						
		HI LO				

We hereby certify that we have returned to the office of the superintendent all the samples of textbooks submitted to us. Signatures of members of the Local Selecting Committee for this subject:

1 David Faelik 2 Beth K. Pulec 3 Veronica Abeler Marilyn Amy
 4 Courtney Shelton 5 Cris Howard Brady McLeod

Oath to Be Administered to Members of the Local Textbook Committee

"I do hereby declare that I am not now directly or indirectly financially interested in, or employed by, any textbook publisher or agency, and that I will not become directly or indirectly financially interested in any of the proposed contracts, nor in any book, nor in any publishing concern handling or offering any books or other publications to the Committee, of which I am a member, for listing and adoption, and I do hereby promise that I will act honestly, faithfully, and conscientiously, and in all respects will discharge my duty as a member of the Committee to the best of my skill and ability."

1 _____ 2 _____ 3 _____

4 _____ 5 _____

*Complete one (1) form for each local adoption committee.



AIA® Document B104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Seventh day of February in the year Two Thousand Twenty
(In words, indicate day, month and year.)

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

Elizabethton City Schools
804 South Watauga Avenue
Elizabethton, Tennessee 37643
Telephone: 423-547-8000

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

Thomas Weems Architect
3203 Hanover Road
Johnson City, Tennessee 37604
Telephone: 423-952-2700

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

Protected Entrances For:
Elizabethton High School
907 Jason Witten Way:
Elizabethton, Tennessee 37643

And
East Side Elementary School
800 Siam Road
Elizabethton, Tennessee 37643:

And
Harold McCormick Elementary School
226 South Cedar Avenue
Elizabethton, Tennessee 37643
TWA Project #019-024

The Owner and Architect agree as follows.

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

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TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth 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.)

Exhibit 'A': 2019 Tennessee Security Assessment – Elizabethton High School dated July 10, 2019.

Exhibit 'B': 2019 Tennessee Security Assessment – East Side Elementary School dated July 8, 2019.

Exhibit 'C': 2019 Tennessee Security Assessment – Harold McCormick Elementary School dated July 19, 2019.

§ 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. The Owner shall ~~adjust~~ consider adjusting the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

~~§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

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User Notes:

(808858948)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 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.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

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

.1 General Liability

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

.2 Automobile Liability

Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Hundred Fifty Thousand Dollars and Zero Cents (\$ 250,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage

.3 Workers' Compensation

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

.4 Professional Liability

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and 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.

§ 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 **Subject to approval in advance by the Owner, the Architect shall** file 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. 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, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the ~~Work~~. Work, provided, however, that the Architect shall inform the Owner of the specific alternative materials, building systems or equipment that are included in any design documents.~~

~~§ 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 an estimate of the Cost of the Work prepared in accordance with Section 6.3.~~

~~§ 3.2.5 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 the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.~~

~~§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and 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.~~

~~§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and 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 A104™-2017, ~~Standard Abbreviated A 101 - 2017, Standard Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect A 101-2017, the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~ shall be modified accordingly.~~

~~§ 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 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~~

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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 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) 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, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 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 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 any construction means, methods, techniques, sequences or procedures.

§ 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 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 order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 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; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

1. Measured Drawings of Existing Conditions: Included with Basic Services.
2. As-Designed Record Drawings: Included with Basic Services.
2. Detailed estimate of the Cost of the Work: Included with Basic Services.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. 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 shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services Ten (10) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

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§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. 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 and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work 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.

~~§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs

of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall 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, and 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 recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's ~~budget.~~ budget provided, however, that the Architect shall inform the Owner of the specific contingencies, materials, equipment, component systems, types of construction, reasonable adjustments or design alternates that are included in any estimates of 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 requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner 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 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. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, 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.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and

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other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated A 101-2017, Standard Form of Agreement Between Owner and Contractor. 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.

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User Notes:

(808858948)

§ 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 this 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.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

Court of competent jurisdiction in either Carter County, Tennessee or Federal District Court in Greeneville, Tennessee.

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

§ 8.3 Arbitration

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

§ 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.

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

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

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

~~.1 — Termination Fee:~~

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

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

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ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, ~~Standard Abbreviated-A 101-2017, Standard~~ Form of Agreement Between Owner and Contractor.

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

§ 10.4 If the Owner requests the Architect to execute certificates 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. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

ARTICLE 11 COMPENSATION

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

~~1~~ — Stipulated Sum
(Insert amount)

~~2~~ — 2 Percentage Basis
(Insert percentage value)

— (Seven and One Half (7.5)) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

~~3~~ — Other
(Describe the method of compensation)

§ 11.2 For Supplemental Services identified 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.)*

Included in Basic Services.

§ 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.)*

Exhibit 'D': TWA Hourly Fee Rate Schedule dated March 9, 2020.

Fees for Additional Services to be submitted and approved by the Elizabethton City Schools prior to the Architect proceeding with any required Additional Services.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants, provided use of such consultants is agreed in advance by the Architect and Owner when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:

Not Applicable.

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

<u>Schematic Design Phase</u>	<u>Fifteen</u>	<u>percent (</u>	<u>15</u>	<u>%)</u>
<u>Design Development Phase</u>	<u>Twenty</u>	<u>percent (</u>	<u>20</u>	<u>%)</u>
<u>Construction Documents Phase</u>	<u>Fifty</u>	<u>percent (</u>	<u>50</u>	<u>%)</u>
<u>Procurement Phase</u>	<u>Five</u>	<u>percent (</u>	<u>5</u>	<u>%)</u>
<u>Construction Phase</u>	<u>Ten</u>	<u>percent (</u>	<u>10</u>	<u>%)</u>
<u>Total Basic Compensation</u>	<u>one hundred One</u>	<u>percent (</u>	<u>100</u>	<u>%)</u>
	<u>Hundred</u>			

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

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. ~~The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.~~ Such rates may be advised by agreement of the Owner and Architect if completion of the Project exceeds twelve months from the effective date of this Agreement. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Exhibit 'D': TWA Hourly Fee Rate Schedule dated March 9, 2020.

<u>Employee or Category</u>	<u>Rate</u>
<u>Not Applicable.</u>	<u>Not Applicable.</u>

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§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- ~~.8 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 maintained 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 Ten percent (10 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

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.

§ 11.9.2 Progress Payments

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

(Insert rate of monthly or annual interest agreed upon.)

%

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

§ 11.9.2.3 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:

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

§ 12.2 In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect to Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including Attorney's fees and costs of expert witness fees and costs, so that the total aggregate liability of the Architect to the Owner shall not exceed One Million Dollars and Zero Cents (\$1,000,000.00). It is intended that this limitation apply to any and all liability or cause however alleged or arising, unless otherwise prohibited by law. The limitation of liability would not apply to acts of gross negligence by the Architect.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 ~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this agreement.)~~

AIA Document A201-2013, General Conditions for the Contract for Construction, provided that where inconsistent with this AIA Document B104-2017, the terms of AIA Document B104-2017 shall prevail.

.3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

- Exhibit 'A': 2019 Tennessee Security Assessment – Elizabethton High School dated July 10, 2019.
- Exhibit 'B': 2019 Tennessee Security Assessment – East Side Elementary School dated July 8, 2019.
- Exhibit 'C': 2019 Tennessee Security Assessment – Harold McCormick Elementary School dated July 19, 2019.
- Exhibit 'D': TWA Hourly Fee Rate Schedule dated March 9, 2020.

.4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)
Professional Liability Insurance Certificate.

General Liability and Workmen Compensation Insurance Certificate.
This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Dr. Corey Gardenhour Director
Elizabethton City Schools
(Printed name and title)

ARCHITECT (Signature)

Thomas Weems AIA
Thomas Weems Architect
(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Thomas Weems, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 10:25:45 ET on 03/11/2020 under Order No. 7242688100 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

ELIZABETHTON CITY SCHOOLS

2019 K-12 CALENDAR 2020

AUGUST 2019					SEPTEMBER 2019					OCTOBER 2019				
MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI
			1	2	2 LABOR DAY	3	4	5	6 PR		1	2	3	4 X
5 TEACHER INSERVICE DAYS	6	7 TEACHER WORKDAY	8 	9 TEACHER WORKDAY	9	10	11	12	13	7	8	9	10	11
12	13	14	15	16	16 PARENT TEACHER CONF.	17	18	19	20	FALL BREAK				
19	20	21	22	23	23	24	25	26	27	21	22	23	24	25
26	27	28	29	30	30					28	29	30	31 PD DAY	
NOVEMBER 2019					DECEMBER 2019					JANUARY 2020				
MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI
				1 PD DAY	2	3	4	5	6			1	2	3
4	5	6	7	8	9	10	11	12	13	6 TEACHER WORKDAY	7	8	9	10 GRADE CARDS FINALIZED
11	12	13	14	15 PR	16	17	18	19	20 X	13	14	15	16	17
18	19	20	21	22	23	24	25	26	27	20 MARTIN LUTHER KING DAY	21	22	23	24
25	26	27	28	29	30	31				27	28	29	30	31
THANKSGIVING					CHRISTMAS BREAK									
FEBRUARY 2020					MARCH 2020					APRIL 2020				
MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI
					2 PD DAY	3 ELECTION PD DAY	4	5	6			1	2	3
3	4	5	6	7 PR	9	10	11	12	13	6	7	8	9	10 GOOD FRIDAY
10	11	12	13	14	16	17	18	19	20 GRADE CARDS FINALIZED	13	14	15	16	17 PR
17 PD DAY	18	19	20	21	23	24	25	26	27	20	21	22	23	24
24	25	26	27	28	30	31				27	28	29	30	
SPRING BREAK														
MAY 2020					KEY									
MON	TUE	WED	THU	FRI	1ST SEM DAYS: 84 2ND SEM. DAYS: 89 173 - STUDENT DAYS 7 - PROF. DEV. DAYS 180 - TOTAL DAYS 4 - TEACHER WORKDAYS 3 - ALT. INSERVICE DAYS 2 - TEACHER INSERVICE HOLIDAYS AND BREAKS 7 - PROF. DEV. DAYS 3 - ABBREVIATED DAYS: GRADES K-5 (8:00 - 11:46 AM); GRADES 6-12 (7:45-11:16 AM) 1 - P/T CONF. DAY: GRADES K-5 (8:00 - 11:00 / 12:00 - 3:00); GRADES 6-12 (7:45 - 11:00 / 12:00 - 2:45); (LUNCH FROM 11:00 - 12:00) PR - PROGRESS REPORTS X - END OF GRADING PERIOD - FIRST/LAST STUDENT DAY 6 - STOCKPILED INCLEMENT WEATHER DAYS									
				1	BOARD APPROVAL DATE: 1/15/19									
4	5	6	7	8										
11	12	13	14	15										
18	19	20	21	22										
25 MEM. DAY TEACHER WORKDAY	26	27 	28	29										

JACKSON, SHIELDS, YEISER, HOLT,
OWEN & BRYANT
262 GERMAN OAK DRIVE
CORDOVA, TENNESSEE 38018
(901) 754-8001

STATEMENT
For Period Ending 12/31/2019

Elizabethton School District
Corey Gardenhour
Superintendent of Schools
804 South Watauga Ave
Elizabethton TN 37643

Page: 1
01/13/2020
ACCOUNT NO. 1949-000M
STATEMENT NO: 134

General Labor Relations

		HOURS	
12/09/2019	DDO Phone conference with Dr. Gardenhour concerning agenda for special board meeting; Phone conferences with Dr. Gardenhour concerning employee misconduct	0.50	
12/11/2019	DDO Phone conference with Dr. Gardenhour regarding employee discharge	0.20	
12/17/2019	DDO Phone and e-mail communication with Dr. Gardenhour concerning conduct of board business	0.10	
	FOR PROFESSIONAL SERVICES RENDERED	0.80	156.00
	PREVIOUS BALANCE <i>pd. 1/8/2020 - ck# 10051329</i>		\$1,267.50
	TOTAL CURRENT WORK		156.00
	AMOUNT DUE		<u>\$1,423.50</u>

CONFIDENTIAL/PRIVILEGED ATTORNEY/CLIENT COMMUNICATION

* Payment due on receipt. Note: Some expenses that appear on current statement could be from previous month work due to our receipt of these charges late.