Contracts - Private Service Providers (PSP)/Consultants/Other

EXECUTIVE SUMMARY

Submitted for Board Information

<table>
<thead>
<tr>
<th>Dates of Service</th>
<th>Vendor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/2018 - 1/2019</td>
<td>Education Northwest--Prof. Development</td>
<td>$52,000.00</td>
</tr>
<tr>
<td>11/19/18</td>
<td>The Math Learning Center--Training</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>11/19-20/2018</td>
<td>The Math Learning Center--Training</td>
<td>$4,000.00</td>
</tr>
<tr>
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<tr>
<td>11/19-20,2018</td>
<td>The Math Learning Center--Training</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>2018-19 yr.</td>
<td>ThyssenKrupp Elevator Corporation</td>
<td>$560.04/yr</td>
</tr>
<tr>
<td>continuous for 10 yrs.</td>
<td>Hummel Architects</td>
<td>$25,000.00 + expenses (estimate per yr.)</td>
</tr>
</tbody>
</table>

NOTE: Per Board Policy 5725: "The District encourages the use of private service providers and professional consultants as resource individuals when such consultative services will be helpful in the improvement of the educational program of the District. The District, through the Superintendent as its designee, may enter into contracts with private service providers and/or consultants to provide necessary services to students." In no event shall such agreement exceed twelve (12) calendar months."
This is a contract between TWIN FALLS SCHOOL DISTRICT 411 (hereinafter referred to as TFSD), 201 Main Avenue W, Twin Falls, Idaho 83301 and EDUCATION NORTHWEST, 101 SW Main Street, Suite 500, Portland, Oregon 97204, for the performance of work set forth below.

1.0 STATEMENT OF PURPOSE:

1.1 The purpose of this agreement is to grow the capacity of school and district staff to recognize, improve, and support the practices and conditions that contributes to improved literacy outcomes for all students. Conduct targeted classroom observations in pre-kindergarten, elementary, and sixth grade to gauge current literacy practices using a standard protocol developed by Education Northwest. Assess the current use of current instructional materials across the district and identify strengths and or areas of concerns in terms of resources.

2.0 EDUCATION NORTHWEST AGREES TO:

2.1 Provide the services under the direction of Steve Underwood. Whenever, for any reason, this individual is unavailable for assignment for the work required under this contract, Education Northwest shall immediately notify the TFSD to that effect and shall replace such person with a person of substantially equal ability and qualifications.

2.2 Conduct observations of literacy teachers in each of the Twin Falls elementary schools and the two middle schools. (Six consultants onsite for three days)

2.3 Meet with the district leadership team to debrief and provide an informal synthesis of literacy practices and highlight key trends in successes and areas for growth that the district may consider for next steps.

2.4 Provide an Observation Report within 30 days of the visit of the review, with the observation data, trends, and recommended areas for growth.

3.0 TFSD AGREES TO:

3.1 Pay Education Northwest the fixed price of $52,000 to carry out the scope of work specified in 2.0 above.

3.2 Designate and make known to Education Northwest one individual to act as contact person and liaison with Education Northwest.

3.3 Provide on-site facilities, staff support and written and visual materials that are necessary for Education Northwest to complete the scope of work specified in 2.0 above.

4.0 GENERAL TERMS AND CONDITIONS:

4.1 The period of performance of this agreement shall be from November 1, 2018 to January 31, 2019.

4.2 This shall be a fixed price agreement in the amount of $52,000.
Payment shall be made to Education Northwest upon satisfactory progress in the scope of work and invoice by Education Northwest. The payment schedule shall be:

<table>
<thead>
<tr>
<th>Upon signing</th>
<th>Grades K-3</th>
<th>$36,400</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon signing</td>
<td>Grades 4-5</td>
<td>$15,600</td>
</tr>
</tbody>
</table>

Payments shall be sent to:

Education Northwest
Unit 34
P.O. Box 4500
Portland, OR 97208-4500

4.3 No alteration or variation of the terms of this contract and no understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

4.4 In performing services under this agreement Education Northwest is an independent contractor and nothing herein is to be construed as establishing an employer-employee relationship. Education Northwest agrees that all work will be performed in accordance with the highest professional standards.

4.5 All materials produced under the terms of this contract shall become the property of TFSD. TFSD hereby grants Education Northwest a nonexclusive license to use these products in carrying out future educational work with other state and local school districts.

4.6 In carrying out the work described in 1.0 above, individually identifiable student records may be shared by TFSD with Education Northwest starting on the effective date of this agreement. Education Northwest agrees to comply with the Family Education Rights and Privacy Act (FERPA) by ensuring that the confidential information obtained in any form will be maintained and transmitted in a secure manner, in compliance with Education Northwest Procedure 303-5, Maintaining Security of Personally Identifiable Student and Family Information. Such data will be used only for the purposes of this agreement as stated in 1.0 above and only by representatives of Education Northwest who need access to fulfill these stated purposes. Education Northwest will not disclose any information in a personally identifiable way and will appropriately dispose of these records within 90 days of the completion of the contract.

4.7 The parties hereby agree that no qualified person shall, on the grounds of race, color, creed, national origin, disability, or gender, be excluded from or denied participation in, or otherwise subjected to discrimination under any activity performed pursuant to this contract. There must be evidence that the contractor is an equal employment opportunity employer as defined by Presidential Executive Orders 11246 (Equal Employment Opportunity) and 13201 (Employee Relations).

4.8 Each party affirms that it will maintain business insurance during the term of this agreement as may be required by federal, state, or local laws.

4.9 Each party shall protect, indemnify, and save the other harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from
negligent acts or omissions of itself, its employees, its agents, or its Subcontractors, howsoever caused.

4.10 This agreement may be terminated by the mutual, written consent of both parties. Upon termination, Education Northwest shall stop work. Education Northwest shall be reimbursed for costs incurred to date of termination upon submission of an invoice within sixty (60) days of the date of termination.

APPROVED:
TWIN FALLS SCHOOL DISTRICT

EDUCATION NORTHWEST

Teresa Jones

Title: Director of Elementary Programs

Steve Fleischman

Title: Chief Executive Officer

Date: 10/22/2018

Date: 10/17/2018

REQUEST FOR ADDITIONAL INFORMATION:

Please provide the following information to which Education Northwest should send all invoices. Include all specific names or departments.

Bill to: ____________________________________________________________

Attention: Naomi Briggs

Billing Address: 201 Main Avenue W

City: Twin Falls

State: ID

Zip: 83301

Phone Number: 208-733-6900

Email Address: briggsna@tfsd.org

PLEASE NOTE Education Northwest's REMITTANCE ADDRESS

Payments to: Education Northwest

Unit 34

P.O. Box 4500

Portland, OR 97208-4500

Correspondence to: Education Northwest

Attn: Finance Office

101 SW Main Street, Suite 500

Portland, OR 97204-3213
Workshop Contract

This contract is between The Math Learning Center and Twin Falls School District.

Twin Falls School District agrees to purchase the following workshop for $2400. The workshop fee includes all travel expenses incurred by the workshop leader(s). Twin Falls School District agrees to pay the total fee even if fewer than 30 enroll.

The maximum enrollment for this workshop is 30 participants. Should Twin Falls School District exceed maximum enrollment, a $100.00 fee per additional participant WILL be assessed. No exceptions.

Workshop: Bridges Intervention Gr K-5
Event ID: 2018-891
Enrollment: 30
Grade Level: Gr K-5
Dates: November 19, 2018
Time: M, 8:00a - 3:00p w/ an hour lunch
Site: Perrine Elementary

The Math Learning Center invoices Twin Falls School District for the above workshop fee. Payment is made by Twin Falls School District to The Math Learning Center. Should Twin Falls School District cancel this workshop, The Math Learning Center reserves the right to invoice Twin Falls School District for travel expenses incurred by the instructor(s).

Twin Falls School District
by Shanel Parette
Workshop Support Specialist 10/16/2018

The Math Learning Center
by Shanel Parette
Workshop Support Specialist 10/16/2018
Workshop Contract

This contract is between The Math Learning Center and Twin Falls School District.

Twin Falls School District agrees to purchase the following workshop for $4000. The workshop fee includes all travel expenses incurred by the workshop leader(s). Twin Falls School District agrees to pay the total fee even if fewer than 32 enroll.

The maximum enrollment for this workshop is 32 participants. Should Twin Falls School District exceed maximum enrollment, a $100.00 fee per additional participant WILL be assessed. No exceptions.

Workshop: Bridges Intervention Gr. 4-5
Event ID: 2018-571
Enrollment: 32
Grade Level: Gr. 4-5
Dates: November 19-20, 2018
Time: M w/ Gr 4 teachers, Tu w/ Gr 5 teachers, both days 8:00a - 3:00p w/ an hour lunch
Site: Sawtooth Elementary School

The Math Learning Center invoices Twin Falls School District for the above workshop fee. Payment is made by Twin Falls School District to The Math Learning Center. Should Twin Falls School District cancel this workshop, The Math Learning Center reserves the right to invoice Twin Falls School District for travel expenses incurred by the instructor(s).

Twin Falls School District
by [Signature]
Elementary Director of Programs 10/19/18
Title Date

The Math Learning Center
by Shanel Parette
Workshop Support Specialist 10/16/2018
Date
Workshop Contract

This contract is between The Math Learning Center and Twin Falls School District.

Twin Falls School District agrees to purchase the following workshop for $4000. The workshop fee includes all travel expenses incurred by the workshop leader(s). Twin Falls School District agrees to pay the total fee even if fewer than 35 enroll.

The maximum enrollment for this workshop is 35 participants. Should Twin Falls School District exceed maximum enrollment, a $100.00 fee per additional participant WILL be assessed. No exceptions.

Workshop: Bridges Intervention Gr. 2-3
Event ID: 2018-570
Enrollment: 35
Grade Level: Gr. 2-3
Dates: November 19-20, 2018
Time: M w/ Gr 2 teachers, Tu w/ Gr 3 teachers, both days 8:00a - 3:00p w/ an hour lunch
Site: Rock Creek Elementary

The Math Learning Center invoices Twin Falls School District for the above workshop fee. Payment is made by Twin Falls School District to The Math Learning Center. Should Twin Falls School District cancel this workshop, The Math Learning Center reserves the right to invoice Twin Falls School District for travel expenses incurred by the instructor(s).

Twin Falls School District
by
Elementary Director of Programs
10/19/18
Title Date

The Math Learning Center
by Shanel Parette
Workshop Support Specialist 10/16/2018
Date

The Math Learning Center www.mathlearningcenter.org
PO Box 12929, Salem, OR 97309-0929 Tel 503 370-8130 Fax 503 370-7961
Workshop Contract

This contract is between The Math Learning Center and Twin Falls School District.

Twin Falls School District agrees to purchase the following workshop for $4000. The workshop fee includes all travel expenses incurred by the workshop leader(s). Twin Falls School District agrees to pay the total fee even if fewer than 34 enroll.

The maximum enrollment for this workshop is 34 participants. Should Twin Falls School District exceed maximum enrollment, a $100.00 fee per additional participant WILL be assessed. No exceptions.

Workshop: Bridges Intervention Gr. K-1
Event ID: 2018-569
Enrollment: 34
Grade Level: Gr. K-1
Dates: November 19-20, 2018
Time: M w/ Gr K teachers, Tu w/ Gr 1 teachers, both days 8:00a - 3:00p w/ an hour lunch
Site: Pillar Falls Elementary

The Math Learning Center invoices Twin Falls School District for the above workshop fee. Payment is made by Twin Falls School District to The Math Learning Center. Should Twin Falls School District cancel this workshop, The Math Learning Center reserves the right to invoice Twin Falls School District for travel expenses incurred by the instructor(s).

Twin Falls School District
by
Elementary Director of Programs 10/19/18
Title Date

The Math Learning Center
by Shanel Parette
Workshop Support Specialist 10/16/2018
Date

The Math Learning Center www.mathlearningcenter.org
PO Box 12929, Salem, OR 97309-0929 Tel 503 370-8130 Fax 503 370-7961
Bronze Service Agreement

Purchaser: Twin Falls School District
1615 Filer Ave
Twin Falls, ID 83301

Hereinafter referred to as "Purchaser", "you", and "your".

By: ThyssenKrupp Elevator Corporation
8564 W Elisa St
Boise, ID 83709
Phone: 208-658-0000
Fax: 208-658-0543
www.thyssenkuppelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

BRONZE SERVICE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

### Equipment To Be Maintained

<table>
<thead>
<tr>
<th>Building Name</th>
<th>Building Location</th>
<th>Manufacturer</th>
<th>Type Of Unit</th>
<th>Unit ID</th>
<th># Of Stops</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Hills Middle School</td>
<td>1550 Harrison St S</td>
<td>TKE</td>
<td>Hydraulic</td>
<td>H002802</td>
<td>2</td>
</tr>
</tbody>
</table>
Limited Preventative Maintenance Program

We will service your elevator equipment described in this agreement 1 times per year. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, cleaning and lubrication will cover the following components of your elevator system:
  - Controller
  - Machine
  - Motor
  - Interlocks
- Lubricate guide rails
- Make minor adjustments at the time of the regular examinations

Parts Repair and Replacement

Repair and/or replacement parts and labor are **not included** in this agreement without an additional charge. We will furnish the necessary lubricants and cleaning materials excluding the replacement of hydraulic fluid at no additional charge.

Maintenance Control Program

ThyssenKrupp Elevator performs service in accordance with A17.1 – 2010 / CSA B44-10. Section 8.6 of the code requires the unit owner to have a Maintenance Control Program (MCP). ThyssenKrupp's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all maintenance, repairs, replacements and tests performed on the equipment and is provided with each unit as required by code. ThyssenKrupp Elevator also provides per Section 8.6 of the code, a maintenance tasks procedures manual with each unit; TKE calls this manual the BEEP Manual, or Basic Elevator, Escalator Procedures Manual. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

Quality Assurance

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

Elevator Maintenance Agreement

Page 2 of 11
Bronze Service Agreement

**Service Requests During Normal Working Days and Hours**

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the elevator's communication device and/or from Vista Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to your service requests during normal business working days and hours, as defined above, and you agree to pay the costs for any necessary replacement parts and all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard billing rates.

**Overtime Service Requests**

We will respond to your overtime service requests and you agree to pay the costs for any necessary replacement parts and all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard overtime billing rates. Overtime service requests are performed before or after normal business working days and hours.

**Digital Customer Experience**

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevator and escalator by installing a remote-monitoring device.

MAX will analyze the unique outputs of your equipment 24/7 and when existing or potential outages are identified MAX will automatically communicate with our dispatch center. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technicians with precise diagnostic detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime. For additional terms and conditions see MAX considerations.

**ThyssenKrupp Communications® (Check box if included)**

ThyssenKrupp Communications is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. ThyssenKrupp Communications maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding ThyssenKrupp Communications are set forth below.

Through its centralized ThyssenKrupp Communications call center, ThyssenKrupp Elevator will provide 7 days per week, 24 hours per day, 365 days per year dispatching service for calls placed by Purchaser after normal business working days and hours to the local ThyssenKrupp Elevator branch office and telephone monitoring on all elevator(s) maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, ThyssenKrupp Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth in Section 2 below; Local Emergency Services at phone numbers provided by Purchaser in Section 3 below; and/or a local ThyssenKrupp Elevator service technician to be dispatched to the location of the equipment.

Purchaser hereby acknowledges that as a condition precedent to ThyssenKrupp Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first
complete Sections 1 and 2 below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise ThyssenKrupp Elevator immediately in writing of any changes to the information contained in those two (2) sections during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without ThyssenKrupp Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where ThyssenKrupp Elevator is unable to reach Purchaser's Designated Contacts set forth in Section 2 below, Purchaser hereby gives ThyssenKrupp Elevator express permission to dispatch a ThyssenKrupp Elevator service technician to the location of the equipment at Purchaser's expense in accordance with ThyssenKrupp Elevator's applicable billing rates. Purchaser further agrees that ThyssenKrupp Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event that a ThyssenKrupp Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives ThyssenKrupp Elevator the express permission to call Local Emergency Services at the telephone numbers provided by the Purchaser in Section 3 below at ThyssenKrupp Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that ThyssenKrupp Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.

None of the services described anywhere in this Agreement includes maintenance of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains possession and control of its telephone and other communication equipment and is responsible for ensuring uninterrupted operation of that equipment so that it is capable of placing a call to ThyssenKrupp Communication's call center.
Bronze Service Agreement

ThyssenKrupp Communications Contact Information - To Be Completed by Purchaser

Section 1, Elevator Detail:
Total number of elevators in Building: 1

<table>
<thead>
<tr>
<th>Elevator #</th>
<th>Elevator Telephone Number including Area Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>E3Y342</td>
<td>208-305-2709</td>
</tr>
</tbody>
</table>

Section 2, Purchaser Designated Contacts:
In the event of an emergency, or perceived emergency affecting the equipment covered by this Agreement, the Purchaser designates the following as its decision-making contacts:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Title</th>
<th>Primary Telephone #</th>
<th>Secondary Telephone #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Barry Trenck</td>
<td>208-735-4357</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Elevator Company</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Section 3, Local Emergency Services Contact Information:
Phone # for Local Police Department: (208) 735-4357
Phone # for Local Fire Department: (208) 735-7236

Section 4, Purchaser’s Special Instructions:
The following are special instructions provided by Purchasers with respect to the information supplied above:

☐ Periodic Safety Testing (Check box if included)
ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special Considerations regarding periodic safety testing are set forth below.
Bronze Service Agreement

Product Information
You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety
You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

Other
You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes...
Bronze Service Agreement

payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance
You expressly agree to name ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

Items Not Covered
We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the car enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

Other Conditions
With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone’s abuse, misuse and/or vandalism of the equipment, anyone’s negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightening, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator’s liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms.
of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter’s service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser’s premises. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

In the event an Attorney is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney’s fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

MAX Considerations: Purchaser authorizes thyssenkrupp elevator and its employees to access purchaser’s premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove. thyssenkrupp Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. thyssenkrupp Elevator may remove the devices and cease all data collection and analysis at any time.

If the service agreement between thyssenkrupp Elevator and Purchaser is terminated for any reason, thyssenkrupp Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.

Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement. The devices installed by thyssenkrupp Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.

Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser’s premises. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.
Bronze Service Agreement

Price.
The price for the services as stated in this agreement shall be Forty Six Dollars and Sixty Seven Cents ($46.67) per month, excluding taxes, payable Annually in advance.

Term
This agreement is effective for Sixty (60) month(s) starting upon acceptance and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive Sixty (60) month periods, unless either party timely serves written notice upon the other party of its intention to cancel renewal at least ninety (90) days but not more than 120 days before the end of the initial Sixty (60) month period, or at least ninety (90) days but not more than 120 days before the end of any subsequent Sixty (60) month renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Annual Price Adjustments
Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

Overdue Invoices
A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

Pre-Existing Conditions and/or No or Limited Pre-Maintenance Inspection
ThyssenKrupp Elevator submits this agreement with the understanding that all existing equipment has been the subject of an appropriate maintenance program. During the first ninety (90) days of this agreement, ThyssenKrupp Elevator, at its sole option, will thoroughly inspect the equipment and may submit a comprehensive evaluation of findings to Purchaser. Should that evaluation reveal items that ThyssenKrupp Elevator determines, in its sole opinion, require repair and/or replacement, we will provide you with a written proposal for that work at additional cost to you. Should you fail to accept our proposal, we shall have the exclusive right to either immediately terminate this agreement or exclude the affected component from this agreement upon written notice to you. Should unsafe or hazardous conditions exist, we retain the exclusive right to terminate this agreement immediately upon written notice to you.
Bronze Service Agreement

**Travel Time and Mileage on Service Requests**
Purchaser shall reimburse ThyssenKrupp Elevator for all travel time and mileage expended on any service requests which occur between our regularly scheduled examinations. Such costs will be invoiced at our regular billing rates and shall be roundtrip from the dispatching location to the building location and return.

**Travel Time and Mileage on Overtime Service Requests**
Purchaser shall reimburse ThyssenKrupp Elevator for all travel time and mileage expended on all overtime service requests. Such costs will be invoiced at our overtime billing rates and shall be roundtrip from the dispatching location to the building location and return. Overtime service requests are defined as any request requiring dispatch of a service technician(s) that is fulfilled before or after normal business days and hours as indicated in the agreement.

**Alternate Payment Plan – Less Than Annual Frequency**
This agreement includes a standard annual payment plan. If an alternate payment plan is selected below as indicated by your acceptance, additional cost will be added to the net billing amount in accordance with the percentages shown:

<table>
<thead>
<tr>
<th>Billing Frequency</th>
<th>Agreement Price Increase</th>
<th>Check for Selection</th>
<th>Purchaser’s Initial Acceptance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Semi-Annual</td>
<td>1%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tri-Annual</td>
<td>2%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quarterly</td>
<td>3%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly</td>
<td>4%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Special Considerations**
Full load testing not covered
**Bronze Service Agreement**

**Acceptance**
Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

<table>
<thead>
<tr>
<th>ThyssenKrupp Elevator Corporation:</th>
<th>Twin Falls School District:</th>
<th>ThyssenKrupp Elevator Corporation Approval:</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: (Signature of ThyssenKrupp Elevator Representative)</td>
<td>By: (Signature of Authorized Individual)</td>
<td>By: (Signature of Authorized Individual)</td>
</tr>
<tr>
<td>Barry Tresch</td>
<td>Ryan Bowman</td>
<td>Justin Lee</td>
</tr>
<tr>
<td>Account Manager</td>
<td>(Print or Type Name)</td>
<td>Branch Manager</td>
</tr>
<tr>
<td><a href="mailto:barry.tresch@thyssenkrupp.com">barry.tresch@thyssenkrupp.com</a></td>
<td>(Print or Type Title)</td>
<td></td>
</tr>
<tr>
<td>(Date Submitted)</td>
<td>10/23/18</td>
<td>(Date of Approval)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Date of Approval)</td>
</tr>
</tbody>
</table>
AGREEMENT made as of the Twenty-Ninth day of August in the year Two Thousand and Eighteen
(In words, indicate day, month and year.)

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

Twin Falls School District
201 Main Avenue West
Twin Falls, Idaho 83301

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

Hummel Architects, PLLC
2785 North Bogus Basin Road
Boise, Idaho 83702

for the following:
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

This agreement is for the provision of architectural and engineering services for miscellaneous projects throughout the Twin Falls School District. The work may occur at all of the District's schools, as determined by the Owner. The work shall also include the development of a long-term capital improvement master plan. The master plan will be reviewed and updated with the Owner on an annual basis. The architectural services and construction work will occur over a 10-year period.

The Owner and Architect agree as follows.

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

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

This document does not contain a description of the architect's scope of services and related terms. This document is intended to be used in conjunction with AIA Document B221™-2014, Service Order for use with Master Agreement Between Owner and Architect.
ARTICLE 1  MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for ten years after the date first written above ("Date of this Master Agreement").

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. An agreed upon Service Order together with this Master Agreement forms a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

(Paragraph Deleted)

§ 1.4 The Owner identifies the following representative authorized to act on the Owner’s behalf with respect to this Master Agreement:

Ryan Bowman, Ed.S
Director of Operations
Twin Falls School District
(208) 793-6900
BowmanRy@tfd.org

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner’s behalf with respect to the Service Order.

§ 1.5 The Architect identifies the following representative authorized to act on the Architect’s behalf with respect to this Master Agreement:

Scott Straubhar, Principal
Hummel Architects, PLLC
§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

(Paragraph Deleted)

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

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

§ 2.3 Under basic services, the Architect shall retain the following consultants: structural, mechanical and electrical engineers.

§ 2.4 As additional services, the architect shall retain the following consultants: landscape architects and civil engineers.

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

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ($1,000,000.00) for each occurrence and Two Million Dollars ($2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than One Million Dollars ($1,000,000.00) per claim and One Million Dollars ($1,000,000.00) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.4.1 and 2.4.2.

§ 2.5.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than One Million Dollars ($1,000,000.00).

§ 2.5.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars ($2,000,000.00) per claim and Two Million Dollars ($2,000,000.00) in the aggregate.

§ 2.5.6 Insurance exceeding the requirements set forth in this section 2.4, and required in connection with any individual Service Agreement, shall be set forth in the applicable Service Order.

§ 2.5.7 The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-
contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.5.8 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.4. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

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

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

ARTICLE 3 SERVICE ORDERS
The Architect's services shall be set forth in Service Orders, consisting of AIA Document B221™—2014, Service Order, or such other document as the Owner and Architect may mutually agree upon.

ARTICLE 4 ADDITIONAL SERVICES
§ 4.1 Additional Services may be provided after execution of a Service Agreement without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.1 shall entitle the Architect to compensation pursuant to Section 9.3.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, a change in previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraph Deleted)

.4 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

(Paragraph Deleted)

.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph Deleted)

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 OWNER'S RESPONSIBILITIES
§ 5.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 5.2 The Owner shall provide information in a timely manner regarding requirements for, and limitations of, each Service Order. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.
§ 5.3 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall 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 consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants as designated in an Individual Service Order, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement.

§ 5.6 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 6 COPYRIGHTS AND LICENSES
§ 6.1 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 in relation to a Service Agreement. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 6.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Agreement is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 6.3 Upon execution of each Service Order, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Service Agreement. The Architect shall obtain similar nonexclusive licenses from the Owner's consultants consistent with this Master Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates a Service Agreement for cause as provided in Sections 8.3 and 8.4, the license granted in this Section 6.3, and related to the terminated Service Agreement, shall terminate.

§ 6.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 6.3.1.

§ 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.
ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to any Service Agreement, in accordance with the requirements of the method of binding dispute resolution selected in this Master Agreement, within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Agreement, whichever is sooner. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

§ 7.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201™, 2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 7.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to a Service Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of a Service Agreement, except as specifically provided in Section 8.7.

§ 7.2 Mediation

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service 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.

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

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

§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following: (Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[ ] Arbitration

[ ] Litigation in a court of competent jurisdiction

(Paragraph Deleted)
ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

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

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are 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.

§ 8.3 If the Owner suspends the services under a Service Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not less than seven days' written notice.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

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

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

§ 8.7 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

§ 9.2 Except as otherwise set forth in a Service Order, 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 annually in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)
<table>
<thead>
<tr>
<th>Employee or Category</th>
<th>Rate ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hummel Architects Rates:</strong></td>
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</tr>
<tr>
<td>Principal</td>
<td>$175.00</td>
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<tr>
<td>Associate</td>
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<tr>
<td>Project Manager</td>
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<td>Architect</td>
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<tr>
<td>Job Captain</td>
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<tr>
<td>AIT 2</td>
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<tr>
<td>AIT 1</td>
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<tr>
<td>Interior Designer 2</td>
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<tr>
<td>Interior Designer 1</td>
<td>$90.00</td>
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<tr>
<td>Administrative / Clerical Support</td>
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<tr>
<td><strong>The Land Group (Civil &amp; Landscape)</strong></td>
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<tr>
<td>Senior Civil Engineer</td>
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</tr>
<tr>
<td>Professional Civil Engineer</td>
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</tr>
<tr>
<td>Civil Design &amp; Production</td>
<td>$105.00</td>
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<tr>
<td>Senior Landscape Architect</td>
<td>$145.00</td>
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<tr>
<td>Professional Landscape Architect</td>
<td>$125.00</td>
</tr>
<tr>
<td>Landscape Architect Design &amp; Production</td>
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</tr>
<tr>
<td>Senior Planner</td>
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</tr>
<tr>
<td>Professional Planner</td>
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<tr>
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<tr>
<td>Professional Land Surveyor</td>
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<tr>
<td>2-Man Survey Crew</td>
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<tr>
<td>1-Man Survey Crew</td>
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<tr>
<td>Survey Technician</td>
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<td>Drone Flight Crew</td>
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<tr>
<td>IHDS Scanner Crew</td>
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<tr>
<td><strong>KPFF (Structural)</strong></td>
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<tr>
<td>Principal - In - Charge</td>
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<td>Project Manager</td>
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<tr>
<td>Project Engineer</td>
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<td>Design Engineer</td>
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<td>Project Drafter</td>
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<tr>
<td>Drafter / CAD Operator</td>
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<td>Administrative / Secretary</td>
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<tr>
<td><strong>Cato Group &amp; Associates (Mech. &amp; Elec.)</strong></td>
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<tr>
<td>Principal / Consultant</td>
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<td>Associate</td>
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<tr>
<td>Project Manager / Senior Engineer</td>
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<td>Engineer</td>
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<tr>
<td>Contract Administration</td>
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<tr>
<td>Designer</td>
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<td>CAD / Revit Operator</td>
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<tr>
<td>Administration</td>
<td>$56.00</td>
</tr>
</tbody>
</table>

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Per the hourly rates listed under 9.2.
§ 9.4 Compensation for Reimbursable Expenses
§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect’s consultants directly related to a Service Agreement, 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 exchanges;
3. Fees paid for securing approval of authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, standard form documents;
5. Postage, handling and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
8. The Architect and Architect’s consultant’s expense of professional liability insurance dedicated exclusively to the Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect or the Architect’s consultants, and disclosed by the Architect in writing prior to execution of this Master Agreement or a related Service Agreement;

(Paragraphs Deleted)

9. Other similar expenditures related to the Architect’s services.

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus an administrative fee of Zero percent (0 %) of the expenses incurred.

§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement.

(Paragraphs Deleted)

§ 9.6 Payments to the Architect
§ 9.6.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid Ninety One (91 ) 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.

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

12 % per annum

§ 9.6.2 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. In any event, the Owner shall not withhold payments to the Architect pertaining to a Service Agreement to offset amounts in dispute under a separate Service Agreement.

§ 9.6.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 10 MISCELLANEOUS PROVISIONS
§ 10.1 Each Service Agreement, shall be governed by the law of the State of Idaho.

§ 10.2 For each Service Agreement, terms not defined in this Master Agreement or in the Service Order shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

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User Notes: (398AADA25)
§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement without the written consent of the other.

(Paragraph Deleted)

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

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

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

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The terms and conditions included in this Master Agreement shall be applicable to each Service Agreement created pursuant to this Master Agreement. In the event of a conflict between the terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Master Agreement are as follows:

None

ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT
§ 12.1 This Master Agreement represents the entire and integrated Master Agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 12.2 This Master Agreement is comprised of the following documents listed below:
.1 AIA Document B121™-2014, Standard Form of Master Agreement Between Owner and Architect
.2 Template AIA Document B221-2014 Service Order for use with the Master Agreement Between Owner and Architect.
This Master Agreement entered into as of the day and year first written above.

OWNER (Signature)  
Brady D. Dickinson  
(Printed name and title)  

ARCHITECT (Signature)  
Scott Straubhae Principal  
(Printed name and title)  

Superintendent