

AIA Document B151 - 1997

Abbreviated Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 8th day of September in the year 2003.
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:

Ponca Community School
505 3rd Street
Ponca, NE 68770

(Name, address and other information)

and the Architect:

(Name, address and other information)
Neumann Monson Wictor Architects
701 Douglas Street
Sioux City, IA 51101

For the following Project:

(Include detailed description of Project)
Junior-Senior High School Facility
Architect Project Number 0321

The Owner and Architect agree as follows.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

1.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Articles 2, 3 and 12.

1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.3 The Architect shall designate a representative authorized to act on behalf of the Architect with respect to the Project.

1.4 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.



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ABBREVIATED OWNER-ARCHITECT
AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

11.5 ADDITIONAL PROVISIONS

11.5.1 If the Basic Services covered by this Agreement have not been completed within (---) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable twenty-five (25) days from the date of the Architect's invoice. Amounts unpaid sixty (60) 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 interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Architect.

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ARTICLE 12 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

12.1 Initial prebond election services including space needs analysis, concept design, cost projection, and election strategy assistance will be provided by Neumann Monson Victor Architects for the first bond election and will not bill the school district, until such time as the project is funded, or in the event the agreement is terminated by the owner wherein the Architect shall be reimbursed for all costs related to the project including personnel time computed at hourly rates current when services were provided.

12.2 Fees for subsequent bond elections, if any, will be as mutually agreed.

12.3 Fees for all basic services following a successful bond election will be negotiated to mutual agreement when the scope of the project and services can be established.

12.4 HAZARDOUS MATERIALS - SUSPENSION OF SERVICES

Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.



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Washington, D.C. 20006-5292

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Omaha, NE 68114-5701
402-397-5777
800-776-5777

Kirkpatrick Pettis
A Mutual of Omaha Company

October 31, 2003

Board of Education/Administration
Ponca Public Schools
505 3rd St.
Ponca, NE 68770

Dear Board Members and Administration:

We understand that you are contemplating a program financing for proposed capital improvements. In connection therewith, we hereby wish to offer our services to act as your underwriter/financial consultant for said projects as follows:

Election Strategy

1. Personally represent the District at any committee or public meetings authorized by the Board or Administration.
2. Work closely, and in complete cooperation with the Board of Education, Administration, and the Architect for the Board of Education.
3. Analyze the Project, including alternatives, in order to develop and recommend to the Board well-documented financing plans that will be conducive to voter acceptance.
4. Develop and initiate the "Election Timetable".
5. Assist the Board and Administration in selecting Citizens' Committees and develop specific objectives for each committee to accomplish.
6. In cooperation with the Board, Administration and Architect, prepare and distribute to committees and/or voters:
 - a. Factual information on project need and financial implications ... election brochures.
 - b. Anticipated questions and answers.

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In the event the financing is not undertaken or an election is not successful, the District is under no financial obligation to us.

Respectfully submitted,

KIRKPATRICK PETTIS

by _____
Darwin Reider
Senior Vice President

APPROVED AND ACCEPTED on behalf of the Board of Education this 4 day of November,
2003.

FWine/and
Superintendent

D. Reider
President