



# AIA<sup>®</sup> Document G802<sup>™</sup> – 2007

## ***Amendment to the Professional Services Agreement***

Amendment Number: 001

TO: Michael Ronan, President & CEO  
(Owner or Owner's Representative)

In accordance with the Agreement dated: December 10, 2008

**BETWEEN** the Owner:  
(Name and address)

Michael Ronan, President & CEO  
Lighthouse Academies  
1661 Worcester Road Suite 207  
Framingham, MA 01701

and the Architect:

(Name and address)  
Wittenberg, Delony & Davidson, Inc.  
400 West Capitol Avenue, Suite 1800  
Little Rock, AR 72201

for the Project:

(Name and address)  
Lighthouse Charter School Ammendment to Professional Services Contract  
Jacksonville, Arkansas

Authorization is requested

- to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

As Follows:

The original contract was for a period of eight (8) months, beginning December 10, 2008 and terminating on August 9, 2009. This ammendment will continue the contract from August 10, 2009 to November 9, 2009. Services rendered will be on an hourly fee as set forth in the orginal contract, not to exceed \$10,000.

The following adjustments shall be made to compensation and time.

*(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)*

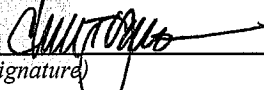
Compensation:

Additional time/services provided by Wittenberg, Delony & Davidson, Inc. shall be billed at an hourly rate as set forth in original contract and attached rate schedule not to exceed \$10,000.

Time:

Not to exceed an additional three months, terminating on November 9, 2009.

SUBMITTED BY:



(Signature)

Chad T. Young, Principal  
(Printed name and title)

Aug. 7, 2009  
(Date)

AGREED TO:

(Signature)

Michael Ronan, President & CEO  
(Printed name and title)

(Date)

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services site visits over the duration of the Project during construction.

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

§ 4.2.3 If the services covered by this Agreement have not been completed within eight ( 8 ) 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. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs,

08/07/09

WITTENBERG, DELONY & DAVIDSON, INC.  
*HOURLY RATE SCHEDULE*

<u>Level of Personnel</u>	<u>Hourly Rate</u>
President	\$ 220.00
Sr. Principal	175.00
Principal	165.00
Designer/Principal	140.00
Sr. Associate/Architect	115.00
Sr. Associate/Specifications	110.00
Associate	100.00
Architect	90.00
Architect Intern	70.00
Draftsperson	75.00
Contract Coordinator	65.00
Interior Designer	65.00
Clerical	55.00