



18 August 2016

Ken Schroeder, Superintendent  
Ravenna Public Schools  
41750 Carthage Road  
Ravenna, NE 68869

Dear Ken:

SUBJECT: LETTER OF AGREEMENT- Ravenna PS Facility Audit

Thank you for the opportunity to submit this proposal for architectural services for a facility audit at the Ravenna Public Schools. For your convenience we have taken the liberty to put our proposal in the form of a Letter of Agreement.

This Letter-Agreement is made and entered into between Ravenna Public Schools, hereinafter called the "Owner" and Bahr Vermeer & Haecker Architects, Ltd., hereinafter called the "Architect".

1) DESCRIPTION OF PROJECT

1. Assist the Owner to identify and prioritize facility program and facility upgrades.
2. Prepare a facility audit for both the High School and Elementary School buildings. The facility audit shall include:
  - a. Deferred maintenance issues. This section will focus on the physical condition of the facilities and will address the building structural elements (foundation, walls, floors, and roof), the building envelope (walls, windows, doors, and roofing), building systems (mechanical, electrical, data, and communications), and finishes.
  - b. ADA/barrier issues. This section will identify barriers as defined by the Americans with Disabilities Act and the Nebraska Accessibility Guidelines.
  - c. Life Safety Code issues. This section will address the fire code discrepancies and violations under the current NFPA 101 Life Safety Code as enforced by the Nebraska State Fire Marshal.
  - d. Curriculum delivery issues. This section will focus on how well the facilities support your curriculum delivery. Your staff will be asked to complete an evaluation form which will provide a "grade" for how each teaching space performs.
  - e. Safety and security issues. Both the grounds as well as building will be evaluated as the elements necessary to provide a safe and secure environment for staff, students, and visitors.
3. Prepare repair cost estimates for all issues identified in the facility audit.

## 2) SCOPE OF WORK

The **Architect** shall furnish and perform the following basic professional services:

- a) Meet with the staff, Administration, and Board of Education to get input on program and facility deficiencies. This input will be incorporated into the audit findings.
- b) Conduct on-site observations for each of the audit categories cited above.
- c) Prepare and review preliminary report of audit findings with Administration and Board of Education.
- d) Assist the Administration and Board of Education in a prioritizing exercise of audit findings.
- e) Compile and present final draft of facility audit to Administration and Board of Education for approval.

The **Owner** shall furnish and perform the following:

- a. Available background drawings of all existing High School and Elementary School facilities.
- b. All available information regarding site utilities.
- c. All previous assessment reports
- d. Access to key personnel associated with the facilities.

## III. COMPENSATION FOR PROFESSIONAL SERVICES

- a. The basic professional services specified above in "Scope of Work" will be completed for the following fee:

**A fixed fee of \$16,800.00 plus reimbursable expenses**

All services beyond the scope of work described above will be negotiated and documented under separate agreement.

- b. Reimbursable Expenses, which may include but not be limited to printing, staff travel, long-distance telephone calls, photography, reproduction of drawings, postage, delivery/messenger service, meals, miscellaneous supplies, etc. are in addition to the basic professional design services listed above and will be billed at our invoice cost times 1.15. We estimate reimbursable expenses will not exceed \$400.00.

- c. Any additional work not described in this Letter-Agreement will be performed at our standard hourly rates per the attached schedule. (See Attachment "A") The Architect shall notify and seek approval from the Owner in advance of any additional services.

**IV. BILLING**

- a. Billing is done on a four-week schedule. Payment is due upon receipt of invoice. A late fee of 1.25% (15% annualized) will be made on unpaid balances twenty eight (28) days past due.

**V. MISCELLANEOUS PROVISIONS**

- a. Services required for governmental agency reviews, securing approvals, etc., other than normal review by the City Building Department and the State Fire Marshal will be considered as an Additional Service.
- b. It is understood and agreed that this Agreement does not contemplate a design involving in any way any type of hazardous waste material. The Owner hereby agrees to indemnify the Architect for any claims, lawsuits, expenses or damages arising from or relating to the handling, use, treatment, purchase, sale, storage or disposal of any type of hazardous waste materials.
- c. Limitation of Liability: The Owner agrees to limit the Architect's Liability to the Owner, due to the Architect's negligent acts, errors or omissions, such that the total aggregate liability of the Architect to the Owner, shall not exceed the Architect's total design fee for professional design services rendered on this project.
- d. The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of completion of the design phase and as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.
- e. The Drawings, Specifications, and other documents, whether in hard copy or machine readable form (CADD or disk), prepared by the Architect and marked with the copyright symbol (©) for this project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all copyright interests. This is to include all sketches and renderings, hand-drawn or computer-generated, and the use or reproduction of same for news releases or any other purposes is to be done only with the permission of and with credit given to the Architect.



**Ravenna Public Schools**

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We trust this Proposal/Letter-Agreement meets with your approval. If so, please sign both copies, return one copy to our office and retain the second copy for your records. Receipt of a signed copy will serve as our notice to proceed. If you have any questions, please contact me.

Respectfully,

BAHR VERMEER & HAECKER  
ARCHITECTS, LTD.

by \_\_\_\_\_

James B. Berg, AIA  
Senior Principal

Accepted:

Ravenna Public Schools  
Ravenna, NE

by \_\_\_\_\_

Date:

Jbb      Enclosure:      Attachments



## EXHIBIT A

### **BVH Architects, Ltd.**

#### Standard Hourly Rates

Principal.....	\$195.00/hr
Senior Project Manager .....	\$160.00/hr
Project Manager.....	\$135.00/hr
Senior Architect.....	\$120.00/hr
Architect .....	\$100.00/hr
Senior Designer .....	\$95.00/hr
Designer.....	\$75.00/hr
Student Intern .....	\$50.00/hr
Senior Administrative .....	\$90.00/hr
Administrative .....	\$65.00/hr

Reimbursable expenses are billed at our invoice cost x 1.15.  
Consulting Engineers are billed at our invoice cost x 1.15.

These rates are in effect through 30 JUNE 2017.