

Board of Education Special Meeting
Monday, March 11, 2019 5:00 PM
HS CONFERENCE ROOM
705 N 9th St
Arlington, Nebraska 68002

1. OPENING PROCEDURES

1. Call Meeting to Order
2. Roll Call
2. 5:00 p.m. - Interview with BVH Architect
3. 6:00 p.m. - Interview with Schemmer
4. 7:00 p.m. - Interview with DLR Group
5. ADJOURNMENT

Arlington Public Schools
Attn: Lynn Johnson, Superintendent
705 N. 9th Street
Arlington, NE 68002

 **DLR Group**
Architecture Engineering Planning Interiors
6457 Frances Street, Suite 200
Omaha, Neb. 68164
402.393.4100

Dear Ms. Johnson and Members of the Selection Committee:

DLR Group is excited to share our qualifications for Architectural and Engineering Services for the upcoming Arlington Public Schools Facility Planning. Bottom line is:

1. DLR GROUP is the **No. 1 K-12 Education Design Firm** in Nebraska and the United States. Our projects incorporate cutting edge educational design elements and concepts.
2. DLR Group is a **fully integrated design team, including all engineering and architectural services**, which allows for a coordinated, comprehensive design solution. The result of this integrated approach are buildings that are energy efficient with **sustainable design** features already embedded in them.
3. DLR Group's extensive K-12 portfolio gives us an unparalleled understanding of current cost of construction. Our experience with refining site adaptable project designs also results in **minimal change orders during construction (<0.5% on new construction)**.
4. DLR Group is **committed to establishing long term client relationships**. We want to be your trusted advisor and educational planning partner.
5. DLR Group has a **vested interest in the community of Arlington**. Linda Schafer is a vital member of our DLR Group team, and as an Arlington alum, long time resident, and taxpayer, she will be able to provide a **unique perspective** and common understanding with your district patrons.

Should you have any questions or require additional information, please do not hesitate to contact me directly at 402.981.7683 or pphelan@dlrgroup.com.

Sincerely,

DLR Group, Inc.



Patrick Phelan, LEED AP
Principal





ARLINGTON PUBLIC SCHOOLS

ARLINGTON, NE

STATEMENT OF
QUALIFICATIONS

FEBRUARY 7, 2019

BVH
ARCHITECTURE

BVH ARCHITECTURE

February 7, 2019

Lynn Johnson
Superintendent of Schools
Arlington Public Schools
705 N 9th St, Arlington, NE 68002

Ms. Johnson and Selection Committee,

Education truly is the premise of progress. We appreciate the opportunity to present our qualifications for master planning, design and construction-related services to assist Arlington Public School set the stage for your facilities progress in a master plan. The BVH team has built our reputation over the past 50 years in school districts like yours, because we understand that every project and school district is unique and deserves the specialized attention of our team and our processes. We pride ourselves on the repeat work with school districts like yours. Other school districts we have worked with for a minimum of 10 years includes: Fremont, Westside, Lincoln, Wisner-Pilger, and Lexington Schools to name just a few. We believe you'll find that the quality of our work and the character of our team will serve the Arlington community with the level of care we've come to be known by.

We have found success on projects like yours through attention to:

- 1. Working in a truly collaborative partnership with Schools and Contractors;**
- 2. Community/stakeholder input through meaningful engagement;**
- 3. Budget alignment with design decisions at every step;**
- 4. Defining successful facilities design for the unique educational approach of each school;**
- 5. Clear and consistent communication.**

Designing school environments which meet the educational goals of your district will be our primary focus. However, working together to create a comprehensive plan which the community and district support is a key factor to making this planning a success. We will work diligently through public engagements to bring awareness to help communicate the districts mission to deliver the highest quality education for its students. Through this work a road map to success can help create a long term facility plan and educational environment which elevates student learning.

Our team has the working capacity and is excited to work with your board and stakeholders to carry out the vision set in your Needs Analysis and Facility Planning Process. We look forward to the opportunity to discuss our qualifications and proposal in an interview.

Sincerely,



Cleve Reeves, AIA
Principal, BVH Architecture
creeves@bvh.com

Note:
Find interactive
elements in blue.

Design on purpose.

BVH Architecture is a purpose-driven design practice committed to an immersive and collaborative creative process. We seek to create architecture which enhance and inspires the community in which it serves.



About BVH Architecture

BVH Architecture has engaged in the design and preservation of our built environment through the practices of architectural design, interior architecture, and planning since 1968. Our studio locations in Lincoln and Omaha are home to multi-disciplinary design staff bent on making the world better by designing exceptional places to live, work, learn, and play.

We employ the same creative and collaborative approach in our design studios as we do in our projects. We utilize an open and energetic environment which allows a unique approach to projects with the collective knowledge of everyone in the studio, and we encourage our clients and the community to engage with us in our design pursuits.

At the core of our design practice lies the desire to do more with built environments than meet minimum requirements. Our vision as designers is to transform lives by creating places that contribute to the vitality of communities.

Our Core Beliefs

A COMMITMENT TO PEOPLE

We go beyond building design and invest in our community through an authentic, collaborative, and meaningful dialogue. We're interested in the multiplicity of voices—not just our own—to build consensus among everyone involved and impacted by our projects.

THE PURSUIT OF KNOWLEDGE

Our practice draws inspiration from immersive research and investigation—we love to learn. As a result, our projects respond to the context of their place, material, and time.

A SENSE OF WONDER

We believe design excellence combines the tenets of function, economy, performance, and beauty. When these tenets converge, our projects have the chance to inspire, creating a sense of wonder.

Firm Experience & Reputation

In our 50+ years in business, BVH has become a leader in K-12 design and educational programming. We've had the pleasure of working with numerous school districts to masterplan, renovate, and build new facilities to help achieve their vision for education. The partnerships we've formed through these experiences have given BVH the reputation of a firm with a strong belief in good design and the power of collaborative relationships.

50+

Years Education Design Experience

53

Professional Staff

300+

K-12 Facilities

\$400+ Million

K-12 work in past 5 years

80%

Renovation & Addition Projects

75%

Repeat Client Work

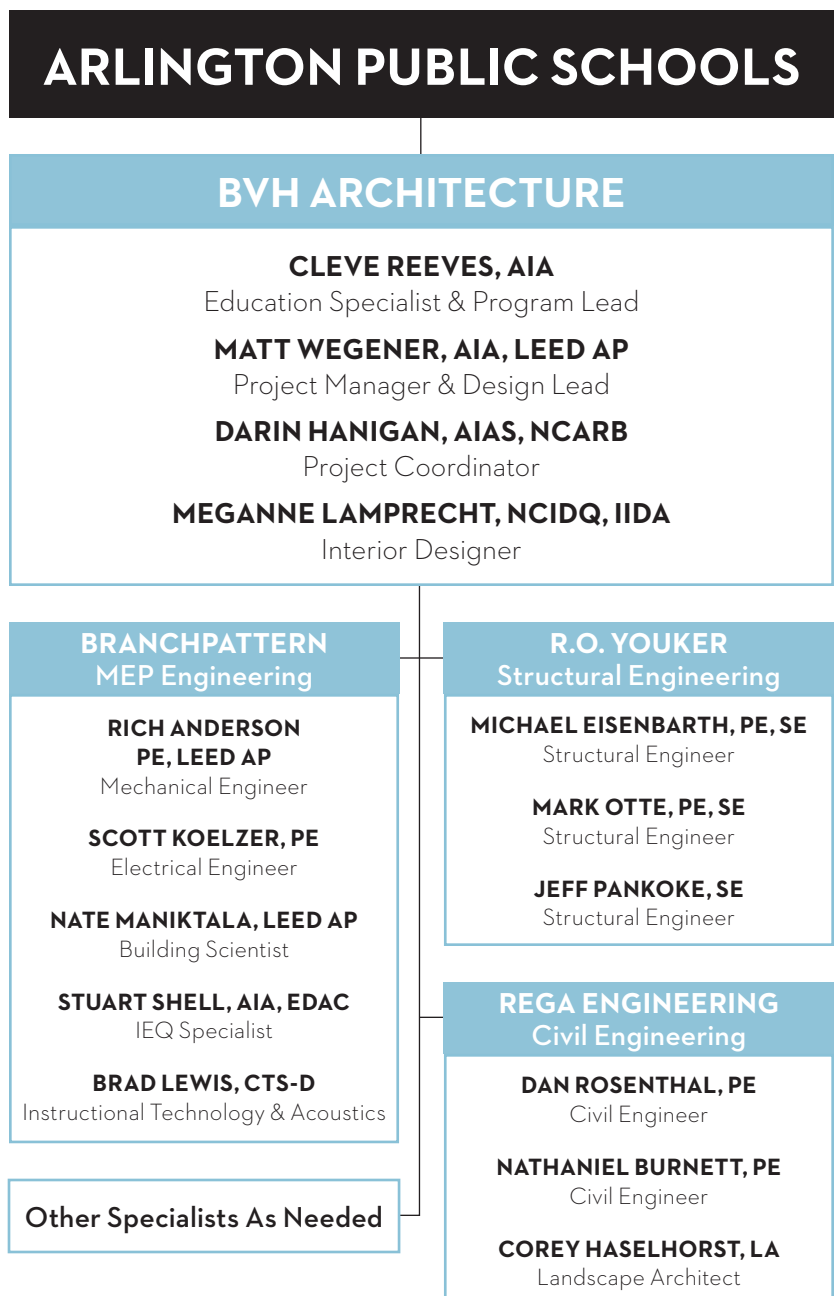
We are a team of creative designers dedicated to building better learning environments.

Team Overview

The BVH Architecture design team is committed to strong and constant contact with the Arlington Public School board and our consulting teams. Cleve Reeves is an architect and education specialist, and his role on this project team will include leading facility assessment, master plan programming, and providing thought leadership in 21st Century learning environments. Matt Wegener has a with a keen eye for forward-thinking design and a passion for learning spaces, and will lead project management and design. Darin Hanigan will coordinate design with consultants and support master planning and design. Interior Designer Meganne Lamprecht is a skilled translator of student needs into supportive learning environments, and will lead the interior programming on your project.

As indicated in the accompanying organization chart, all design and project concerns will be the responsibility of the BVH-lead design team, with both BVH Architecture and our consulting firms responding to the project leadership of the Arlington Public School board.

Please find full resumes for our team in [Appendix A](#).



Project Approach

300+

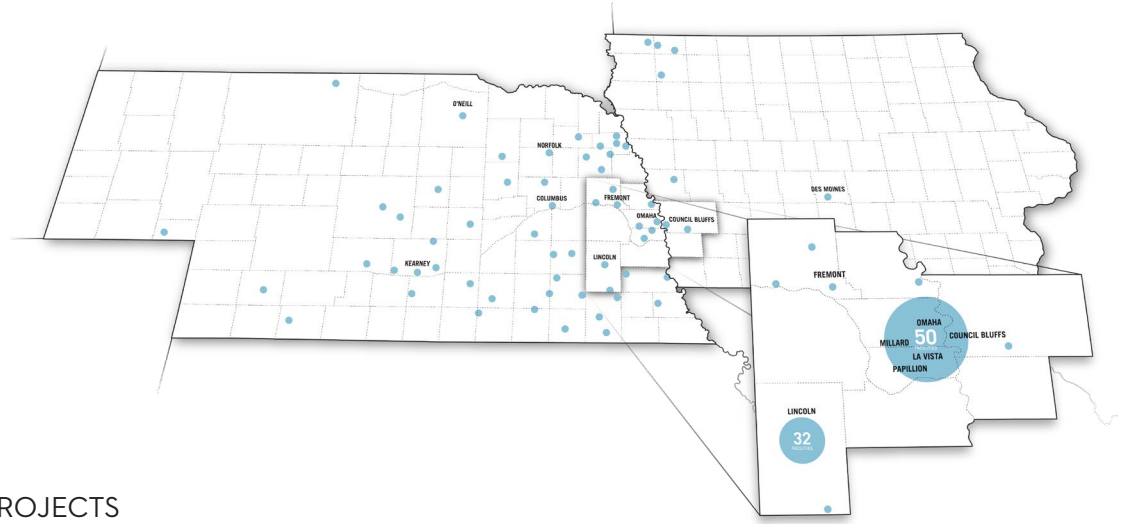
TOTAL FACILITIES

\$400+

MILLION DOLLARS,
K-12 WORK IN PAST 5 YEARS

80%

ADDITION / RENOVATION PROJECTS



We have built our practice on projects just like yours and would be delighted to work with Arlington Public Schools to help make a difference in your community. We have performed numerous facility assessments, developed master plans, and implemented remodel and new design strategies in all the areas listed in your letter of interest on multiple projects as demonstrated in Section E. Proven hallmarks of our deep educational design experience inform the differentiators you will find in working with us.

SCHOOL DESIGN UNDERSTANDING

Our team has a wide breadth of experience that helps us understand the complex needs of planning and designing new and renovated school facilities. We also know that learners at the elementary, middle school, and high school levels all have unique needs. Many of these needs, however, transcend the variety of educational approaches to provide guiding factors that help lead the design of educational facilities today, including:

- 1 The educational approach must drive the facility design.
- 2 A secure and safe environment is paramount for learners to explore and live in a world where the once unthinkable is becoming all too common.
- 3 Visibility is important for educators and learners to remain connected and have natural exposure to various learning activities.
- 4 Academic areas should be zoned separately from activity/public access areas for operations and building segmentation.
- 5 Separation and overlap of primary, middle, and secondary education levels needs to be assessed for unique educational delivery to be employed in new school facilities.
- 6 Natural daylight both stimulates learning bodies and creates a connection to the rhythm of the day, seasons of the year, and the larger world we live within.
- 7 Health and comfort standards set a baseline for air quality and acoustics that have significant impacts on learning for children.
- 8 Efficient operations are a baseline we push forward at every step. How to improve the standards while reinforcing the learning environment and balancing the front-end costs is a challenge we enjoy.



Nebraska Center for
Advanced Professional
Studies, Sandy Creek
High School

Fairfield, NE

PROJECT MANAGEMENT

Effective project management is both a science and an art. Our project managers are experienced at the essential skills of communication, leadership, team management, risk management, cost management, and schedule adherence. We also know that design and schedule will need adjusted along the way. We also believe mentorship throughout the team (design team, client team, and construction team) is essential to the project, growing project culture and collaboration.

MANAGING COSTS/VALUE ENGINEERING

Cost control begins at the first step. Matching early baseline expectations with budget goals ensures all parties understand priorities while keeping potential enhancements active in the process for decision making based on thorough understanding of all factors. Throughout the design process an estimate will be developed and updated during each phase (Programming, Schematic Design, Design Development, and Construction Documents). We push to include relevant details as early as practical in the process, including building systems, engineering systems, furniture, technology integration and site development. Contingencies are developed for those items not fully understood or developed at early stages and a discovery allowance going into bidding is advisable to handle unforeseeable conditions that will arise in an existing structure. We see results in our detailed process that create an **average change order rate of less than 0.5%** for remodel, addition, and

new construction. Value engineering is a system embedded throughout our design process. At every stage, we verify budget alignment to the design and make recommendations on any changes needed or opportunities for further development.

QUALITY CONTROLS

Accuracy and timeliness are paramount in construction documentation. Our technical team routinely sets realistic expectations and following through on deadlines agreed upon. We have several levels of quality assurance review throughout the process. These involve reviewers both inside and outside the team to uncover as much as possible to reduce surprises during construction. When surprises do come up, we deal with them immediately and openly. Egos need to be kept in check to solve problems in alignment with the overarching goals.

CONSTRUCTION DELIVERY METHOD

When the size, complexity, cost and schedule of the project is understood well enough, BVH will work with your District to formally evaluate the best fit for construction delivery for your project. We have developed a ranking system to successfully assess the best fit from the three statutorily prevalent methods of; Design-Bid-Build, Construction Manager and Design-Build. The ranking system objectively assigns values to help assess which method will help the School determine what construction delivery method will best fulfill the Owner's objectives and needs.

Design Process

1. DEVELOP THE BIG PICTURE

Our process begins by **seeking to understand**. Every school's needs are unique and the design must reflect this. We propose a systematic analysis of both qualitative and quantitative information. Qualitative information typically includes educational goals and approach, educational environmental needs, curriculum integration, security and visibility, and nature/daylight connectivity expectations. Quantitative exploration usually includes existing building analysis, space and program needs, teaching technology, building systems expectations, site management needs, and parking/zoning/code issues.

We have extensive experience in creating buildings that will sustain operations for decades to come. **The design and construction process is collaboration in the truest sense.** We use tools from all media sources available to ensure Owner understanding of the process and product of our work is at the deepest level.

PROJECT SCOPE & PROGRAMMING

Complex school projects usually begin with a high-level discovery process to understand the opportunities. The result is a better-aligned project to the needs of the school district while satisfying the main programmatic issues. Needs and goals are well documented and used throughout the design and construction process to ensure the project is fulfilling the intent at every stage.

Programming can take a variety of forms, from focusing on rooms and functions to looking at types of activities to driving an architectural program. Once a detailed program is derived, a baseline estimate is developed to ensure the dreams are not bigger than the appetite.



2. TEST DESIGN IDEAS

During this schematic design phase we begin **testing design solutions** through the filter of the baseline information gathered. Primary design drivers we believe ensure success in educational facilities include:

- + Interconnected and varied spaces
- + Small and large group environments
- + Spatial collaboration via openness/connectedness
- + Acoustic and thermal comfort
- + Connection to nature
- + Interactive building components (technology, writable walls, re-configurable spaces, etc)

3. REFINE SOLUTIONS & CONSTRUCTION DOCUMENTATION

Upon approval of a preferred design direction and budget, the team will **refine the design** through design development. The construction documents will illustrate the implementation for construction through drawings and specifications. The budget will be verified through detailed estimates. Teaching and learning outcomes will be reviewed to ensure compatibility with the goals and needs developed months earlier.

4. CONSTRUCTION IMPLEMENTATION

During the critical phase of **construction**, our collaboration role continues with on-site meetings and walk-through observations. We help guide the contractors to understand the educational goals along with the construction needs.

5. STARTUP & WARRANTY PROCESSES

We assist the Contractor and Owner to ensure **startup and operations** are aligned with the educational goals and design intentions. Our team can perform various levels of facility commissioning as needed to provide a detailed review and implementation process.

At the conclusion of the warranty period, we engage the Owner and Contractor to review the facility and develop an action plan if adjustments are needed. The site, building, and engineering systems are reviewed to understand if they are functioning as intended.

My experience with BVH has been extremely positive. They understand education and the needs of our district, they listen first and ask questions second, are professional, and most of all they are authentic people who put others first.

*Russ Olsen, Principal
Westside Middle School*

Community & Student Engagement

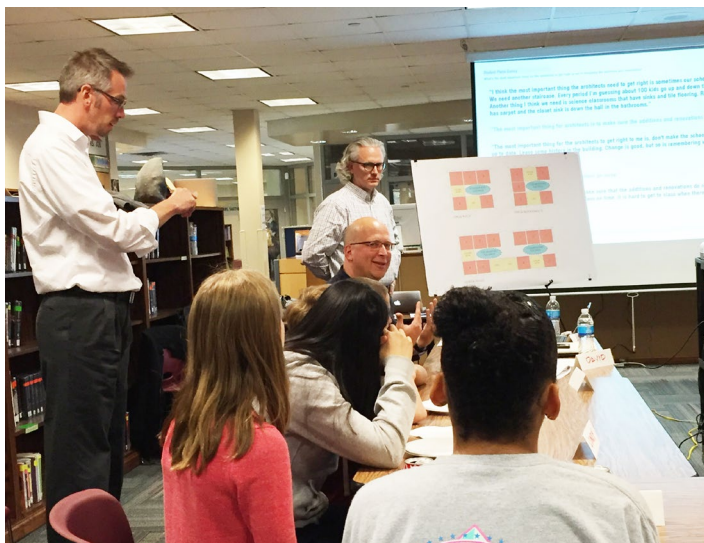
Our team has been involved in numerous successful community education efforts, including pre-bond process, master plan workshops, and user engagement surveys. Successful engagements center on objectively relaying key information while providing meaningful feedback from the community for the school design team. We assist by providing objective information, analysis, and recommendations on items such as site selection, providing facility design models tailored to educational goals as well as key construction cost data to help inform bond referendum amounts.

Community engagement is an impactful tool. This can help to achieve several goals: inform parents and patrons of the school of the great work being done to better the learning environment; provide valuable input to the design team through the process; and create alignment amongst the community on the project needs and goals. The sessions need to be deliberately planned for success with a clear understanding of the goals, nature, and intent of each session.

The following components are the core pieces of a successful pre-bond effort. The schedule and process is tailored to your school district based on the needs of your community.

1 Establish the Working Committee, Work Plan and Time Line. The process needs to peak at the bond vote, so the methods and tools need to be tailored to the community for the best fit. A clear work plan including a detailed process, schedule, and time line is developed. A communications plan and tools are outlined so that the work is well documented and key information is readily available to patrons in the form needed. This can include press releases, websites, school, and community newspaper publication, newsletters, email distribution, and other means as appropriate.

A citizen's committee is usually established to represent a broad cross section of community leaders, teachers, school administrators, and even students. The charge of the committee is to objectively research the needs and opportunities and bring a recommendation back to the Board of Education. Our team helps to train the committee on methods to engage the community to successfully handle the possible conversations and situations that may arise through their work.



The BVH design team led several engagement workshops with the Westside Middle School student community.

2 Existing Facility Analysis. When a school has not had recent work to modernize their physical plant, it is often found that an analysis can help the district to understand the needs to create alignment with educational delivery and ensuring possible solutions are designed and built to be congruent with existing operations. Often, by involving the community in the process a clearer understanding of the needs of the district emerges early.

3 Community Outreach. By reaching out to the community, consensus on needs can start to be developed. The goal is to bring the community together with a process of education that results in community support for the project.

4 Develop the Project Scope & Budget. Through detailed needs assessment, programming, design, estimating, and community input, the team will collaboratively set the project scope, budget, and design.

Floor plans, elevations, renderings, budgets, and phasing options are all explored until the right solutions are found. We focus on the key materials and information that will create a thorough understanding of the proposed project to the community and create the tools needed for the development of the appropriate solution.



E. Project Experience

NCAPS at Sandy Creek School

SOUTH CENTRAL UNIFIED SCHOOL DISTRICT / FAIRFIELD, NE



The Nebraska Center for Advanced Professional Studies addition to the Sandy Creek School looks to advance the concept of the partnership school. The facility marries the traditional home high school with its career academy counterpart, creating a more versatile education platform which aligns students with their passions and connects them to careers within their community. Programming needs are activity-based rather than subject-based: multi-functional labs replace traditional math and science rooms; large-group spaces provide classrooms and collaboration studios; small group spaces provide break-out areas for focused learning. This unique and flexible programming allows students to easily pivot within their curriculum path. It also provides key moments of interaction between students and classes on different paths, creating new opportunities for cross-pollination and collaboration. By increasing density

and layering core curriculum, students are exposed to much more energetic and lively education experience. As a result the school will provide an important creative, collaborative and malleable learning environment that encourages student-led learning within a facility capable of supporting and growing with students' needs.

Date

2018

Size

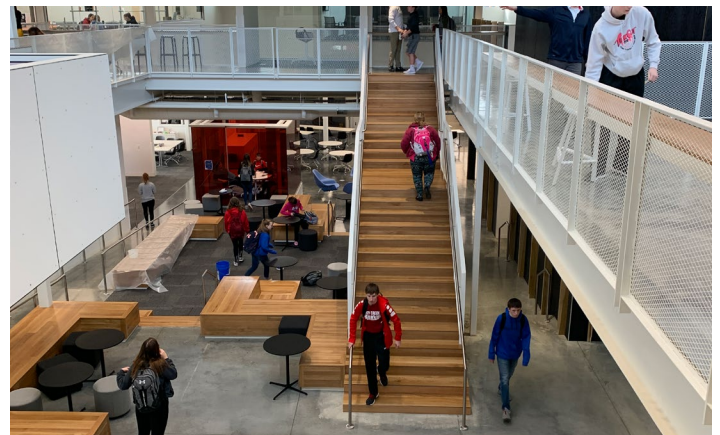
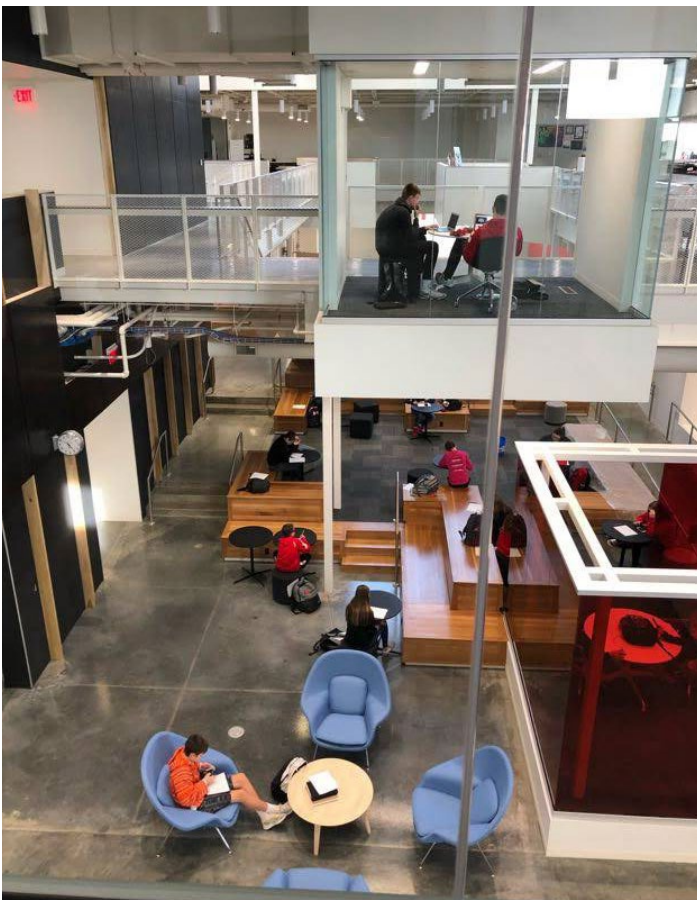
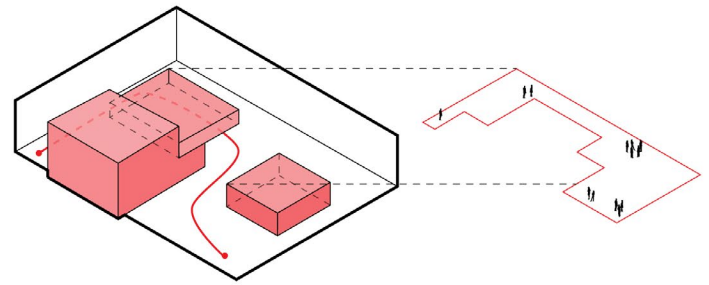
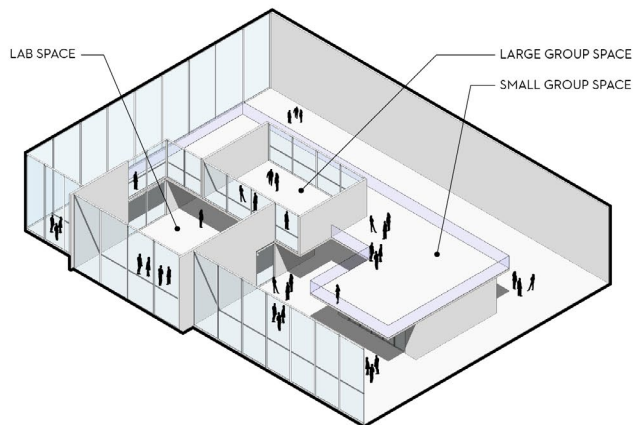
40,000 sf addition

Cost

\$10 Million

Owner Contact

Dr. Randy Gilson, Superintendent
South Central Unified School District
rgilson@southcentralunited.org / 402.726.2151



Wisner-Pilger Public School

WISNER-PILGER COMMUNITY SCHOOLS / WISNER, NE



After a tornado devastated the town of Pilger, NE, the community looked to BVH to help them recover their 5-6 grade campus, which is shared with nearby Wisner. Through our research-driven process, a new PK-6 model emerged, creating an accessible and adaptable core of specialized education spaces inspired by the specific educational approach Wisner-Pilger utilizes.

Upper elementary classrooms feature break-out spaces to allow the dynamic class setting to merge with adjacent student groups. The building has been designed as an educational tool with daylighting, supervision, and acoustics balanced against views and accessibilities. Unique core spaces are highlighted with materials that add visual texture and depth, as well as opportunities for displaying student work. Several metal panels are laser cut with designs inspired by language, math, local topography, and the solar system. The exterior blends with the existing building's character while elevating the campus experience with exterior gathering spaces that commemorate local history. The result was an invigorating learning environment that creates opportunities with the built building itself.



Date

June 2017

Size

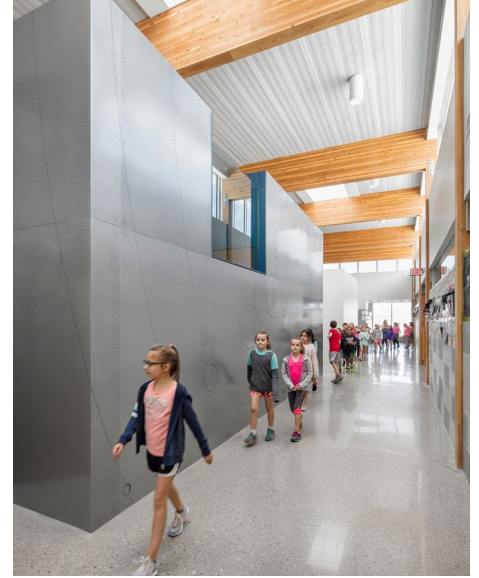
53,000 sf

Cost

\$9.6 Million

Owner Contact

Chad Boyer, Superintendent
Wisner-Pilger Community Schools
402.529.3248



Lexington Public Schools

LEXINGTON, NE

BVH has worked with the Lexington Public School District continuously since a 2004 district-wide master plan. Over the course of the past 13 years, we have designed additions and renovations at two elementary sites (\$3M each) with two more yet to be implemented, a joint use Middle School/YMCA (\$18M), three High School Additions (\$2-4M), and HS Entrepreneurial program renovation of the historic downtown movie theatre (\$1M), a career/technical reuse of a former National Guard Armory (\$3M) and assisted on several other studies on alternative education, administration and maintenance projects.

Date

2004-2017

Size

4,000–55,000 sf

Cost

\$1–18 Million

Owner Contact

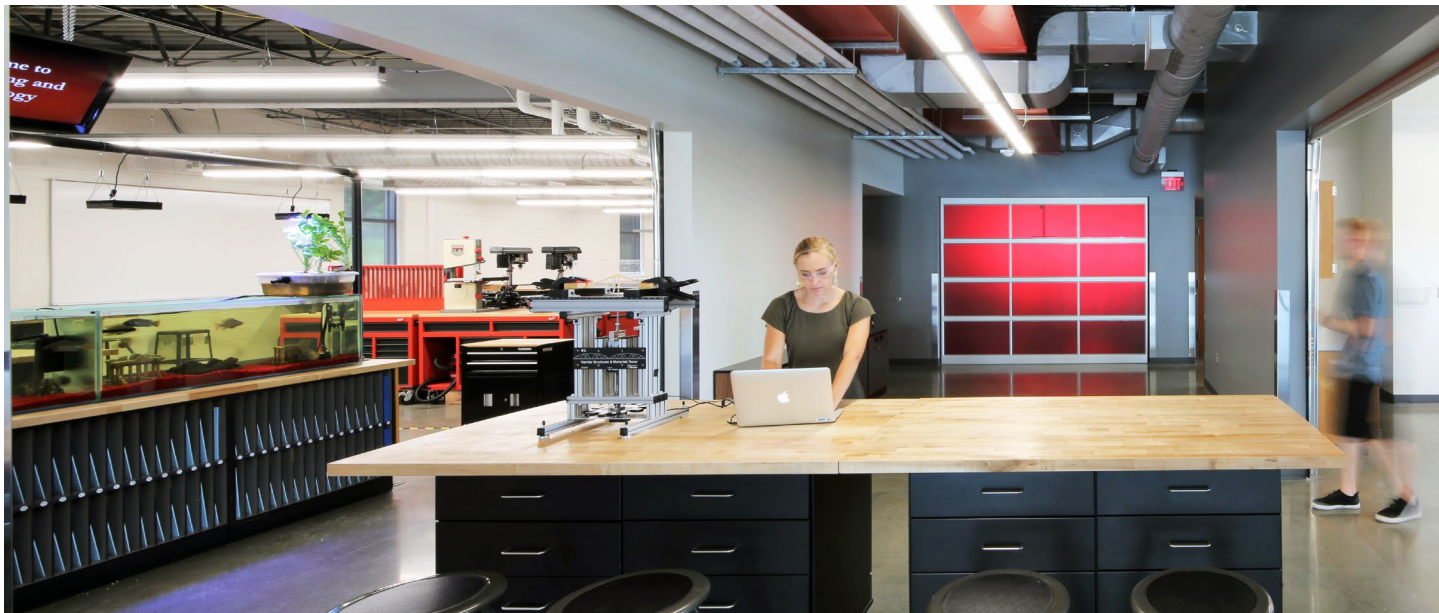
Dr. John Hakonson, Superintendent

john.hakonson@lexschools.org / 308.324.4681



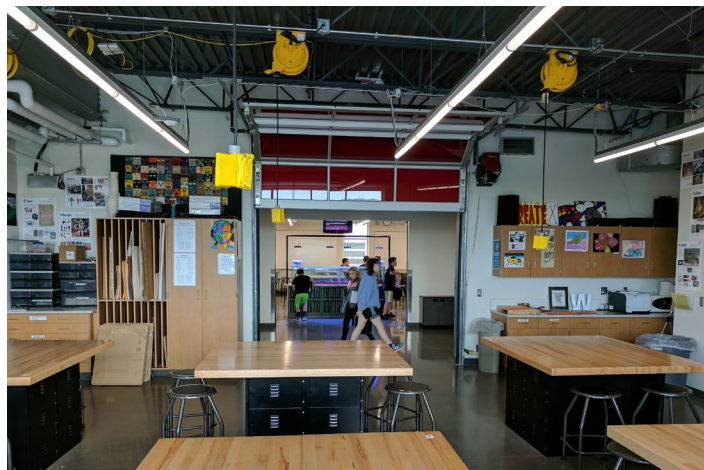
Westside Middle School

WESTSIDE COMMUNITY SCHOOLS / OMAHA, NE



BVH Architecture remodeled the Westside Middle School from a departmental junior high model to a collaborative learning team model. Eight Learning Teams span 7th-8th grade in a reconfigured facility that centralizes common resource spaces and creates highly flexible Learning Commons at the heart of each Learning Team. Each team is uniquely branded to create both a sense of team identity as well as aid with wayfinding in the 50+ year old facility.

Classrooms can now open and flow into the Learning Commons through garage doors which when closed off control sight and sound as needed. The flexibility allows both teachers and students the ability to adjust the environment for situational needs. A wide variety of furniture options provides voice and choice in shaping the setting and facilitates an assortment of activities from traditional to non-traditional.



Date

2018

Size

148,000 sf Reno + 22,250 sf Addt

Cost

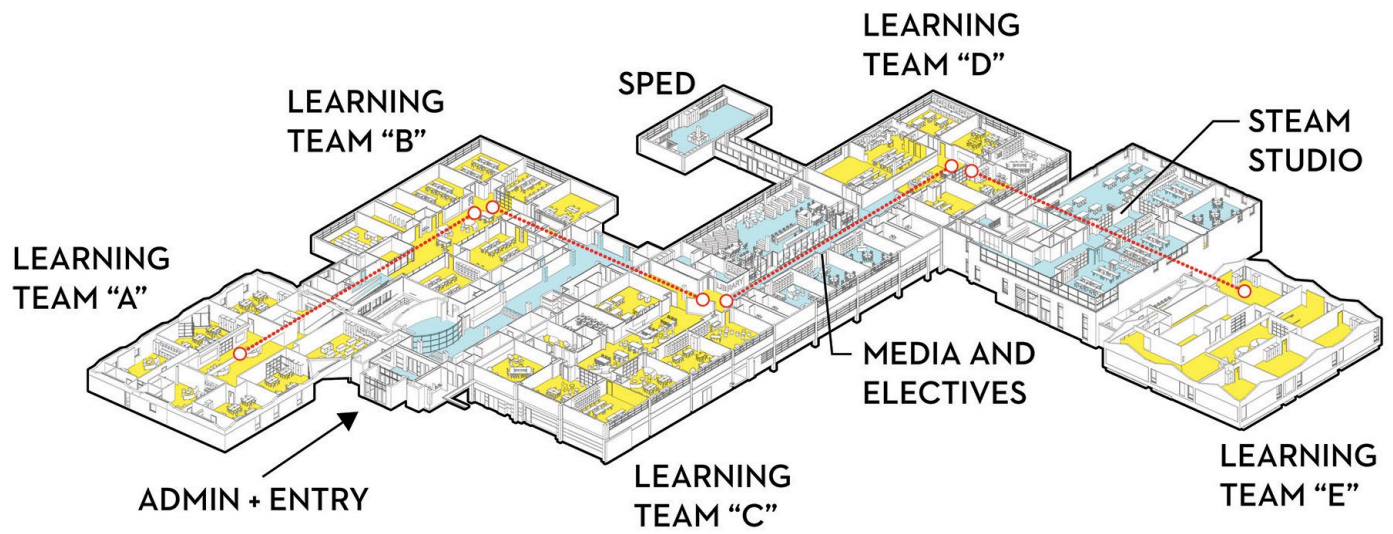
\$13.6 Million

Owner Contact

Russ Olsen, Principal

Westside Community Schools

402.390.6464 / olsen.russell@westside66.net



Council Bluffs Middle Schools

COUNCIL BLUFFS COMMUNITY SCHOOL DISTRICT / COUNCIL BLUFFS, IA



BVH assisted Council Bluffs Community School District to educate the community prior to the successful bond vote. In order to educate the community and have a successful bond effort, two informational community meetings were held, and a website was created that included information about the bond work, the anticipated impact to education, the facility needs, how the bond proceeds would be used, and more. This work led to a successful bond, particularly when coupled with a focused message about the specific need—*middle school facilities went untouched for decades while education has changed greatly.*



Date

2020 Est.

Size

Multiple Sites

Budget

\$34 Million

Owner Contact

Staci Pettit, Director of Facilities
Council Bluffs Community School District
712.328.6406 / spettit@cbcsd.org







Personnel Accessibility

BVH and our consultants are able to begin work immediately. The team identified in this proposal, supported by our professional staff, will be committed to completing your project

PRIMARY CONTACT:

Cleve Reeves, AIA / Principal
creeves@bvh.com
402.475.4551 x 121

SECONDARY CONTACT:

Matt Wegener, AIA / Project Manager
mwegener@bvh.com
402.345.3060 x 215

Professional Liability

BVH maintains a consistent liability insurance amount of \$2,000,000. In instances where more coverage is requested or required, we are able to increase that amount to accommodate additional risk.

Dispute Resolution

We are dedicated to proactively identifying problems before they become issues. While the coordination benefits of BIM software and 3-D models to design and produce projects are significant, nothing is better than objective peer review of drawings and specifications by an independent set of eyes. We include a specific QA/QC review as part of our documentation process, which can also be aided by a review by the selected CM-R partner. This approach minimizes or eliminates the cost of rectifying errors and omissions by avoiding the need to replace work that has already been put into place. We will address instances and aid in the solution deemed best for the project. We strive to be fair, open and honest when resolving disputes.

Litigation & Arbitration

Neither BVH Architecture nor our consultants have had formal claims presented within the past ten years.

Civil & Legal Actions

BVH Architecture has had no civil or legal actions taken against the firm, its employees, or its agents by any regulatory entity.

Professional Licensure

Please see personnel resumes in **Appendix A** for individual license information.

In-House Building Documentation Tools

THE LAYER APP

Created in-house by BVH, Layer is a robust collaborative tool that synchronizes project data across platforms and teams, streamlining the building documentation process. Since its inception, Layer has become the most versatile and accessible project management tool for buildings on the market, created to help bridge the gap between real-world building data and digital models.

Layer contextually organizes detailed building information like materials, photos, surveys, measurements, even notes and assigned tasks for other team members, into a single searchable library, streamlining workflow and reducing time-consuming redundancies and costly inaccuracies. This information is then synced directly to the building's information model, giving your entire team—from owner to architect, engineer to contractor—instant access to absolutely everything, whether in the field or at the desk.

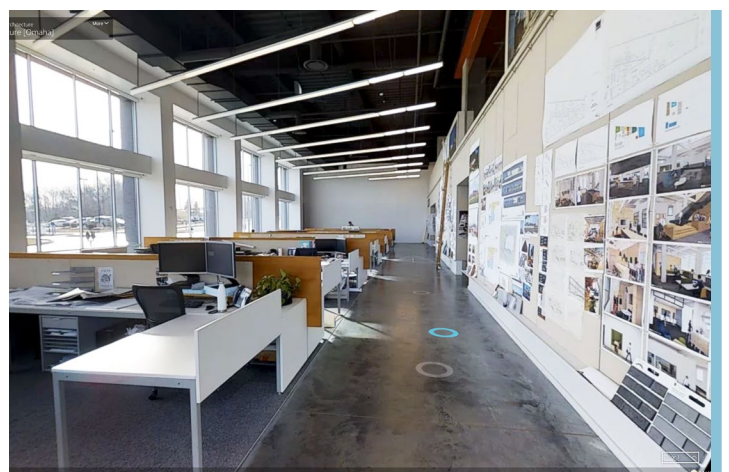
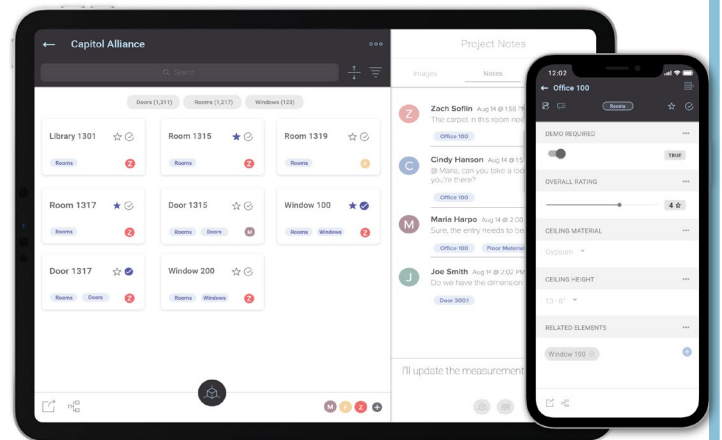
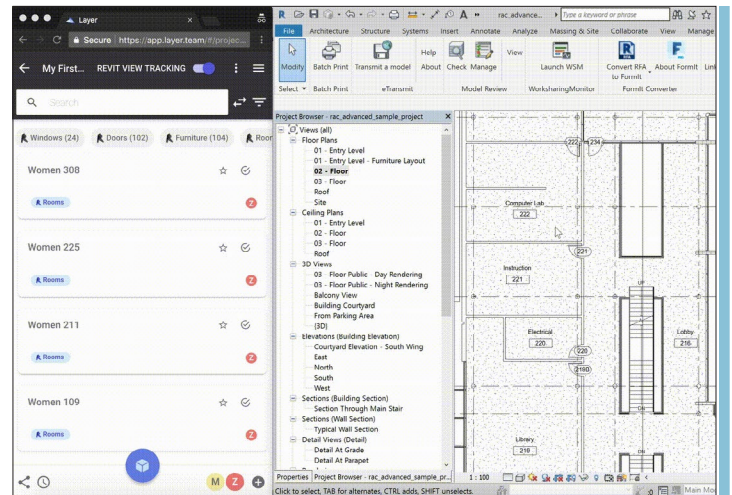
Layer has been built and tested on projects and teams of all scopes and sizes. The increasingly versatile app is finding wide usage with architects, engineers, construction managers, facility managers, and educational institutions as a means of recording existing structures, improving team efficiency, and organizing complex layers of data into a single accessible home.

The app is currently being beta tested across numerous BVH project teams, as well as 35 national and international organizations, including Gensler, the University of Nebraska, the Smithsonian Institution in Washington, DC, and Carleton University in Canada.

For more information, visit layer.team.

MATTERPORT 3D CAMERA

This specialized camera (*featured right*) provides a virtual and panoramic walk-through of the existing building. Paired with the Layer App, Matterport allows for a better understanding and documentation of the existing structure while occupied. Teams are able to remotely 'tour' the space without disruption of students.



[Click to tour of the BVH Omaha Studio.](#)

PHASE/SCOPE OF WORK ACTIVITY/DELIVERABLE	TIMELINE	NOTES
1. Existing Information Review	4–6 Weeks	
Review Strategic Plan, Mission, Vision, Goals & other info		
Assess existing building structure		
Assess existing HVAC, Electrical, & Plumbing systems		
Assess existing site/campus		
2. Educational Design Specifications	4–6 Weeks	3 Meetings
Educational Priorities & Objectives		
Growth Planning/Understanding		
Program of Spaces (new and existing)		
Security & Safety Review		
Health, Wellness, & Comfort Standards		
3. Educational & Community Engagement	TBD	As needed throughout process
Students		
Staff: Educators & Administration		
Board of Education		
Neighborhood & other civic groups		
Alumni		
Donors		
4. Master Planning	6–8 Weeks	Typically 1 meeting every 2-3 weeks
Deliverables:		
Design Options: Site & Floor Plan		
Final Design: Site & Floor Plans		
Rendering/Perspective Views: 2 Interior, 2 Exterior (key spaces)		
Phasing Plans		
Estimates		

Professional Service Fees (Estimated)**\$18,500****Notes:**

1. Final scope of work and fees will be negotiated with Arlington Public Schools to ensure alignment of the master plan process and deliverables to your needs.
2. Our hourly rate for all staff in the master planning phase will be billed at **\$135/hour**.
3. Reimbursable expenses such as mileage, printing, etc will be billed at our invoice cost +10%.

Appendix A

Team Resumes

Cleve Reeves, AIA

EDUCATION SPECIALIST & PROGRAMMING LEAD

BVH ARCHITECTURE



Cleve has considerable experience in all phases of design from programming and master planning through construction. His skills in formulating client centered concepts and ideas help bring teams together in a collaborative process. Cleve leads BVH's future-focused learning space design initiatives, shaping BVH's practice and projects to deeper levels of achievement. With his calm inquisitive approach, project challenges are ushered through the inherently complex layers to successful resolution.

RELEVANT PROJECT EXPERIENCE

Wisner-Pilger School, Wisner, NE
Westside Middle School Addition, Omaha, NE
Council Bluffs Community School District, Council Bluffs, IA
Pre-Kindergarten Facility
Kirn & Wilson Middle School Renovations
Lincoln Public Schools, Lincoln, NE
Philip J. Schoo Middle School/Fallbrook YMCA
Madison Public Schools, Madison, NE
Pender Public Schools, Pender, NE
Holdrege Public Schools, Holdrege, NE
McCook Public Schools, McCook, NE
Lexington Public Schools, Lexington, NE
High School Renovations
YMCA/Middle School Addition
Majestic Theater Renovation
Centennial Public Schools, Utica, NE
South Sarpy Public Schools, Springfield, NE
Whittier School Building Study, Lincoln, NE
Omaha Hearing School, Omaha, NE
Lied Center for Performing Arts Commons, Lincoln, NE
Malone Recreation Center Master Plan, Lincoln, NE
Carter Lake Library, Carter Lake, IA
Holdrege YMCA, Holdrege, NE
Downtown Lincoln YMCA Study, Lincoln, NE
Sherman Field Renovation and Restoration, Lincoln, NE

EDUCATION

University of Nebraska-Lincoln
M.S. in Architectural Studies
B.S. in Architectural Studies
Minor in Business Administration
Universidad Nacional Autonoma de Mexico, Mexico City, Mexico

REGISTRATION

Licensed Architect in Nebraska

AFFILIATIONS

American Institute of Architects
Learn For Tomorrow Community Group
Lincoln Public Schools High School Task Force
Lincoln Arts Council Board Member
Omaha STEM Ecosystem Member

Matt Wegener, AIA, LEED AP

PROJECT MANAGER & DESIGN LEAD

BVH ARCHITECTURE



Matt is a project manager and architect with a diverse knowledge of project types including education, community centers, religious, retail and art institutions. He is skilled at bringing community members and designers together over a project's common goals, and engaging in a collaborative design process. As a project manager, Matt's responsibilities include developing and executing the architectural design and delivery of the project by coordinating the work between owner, users, consultants and contractors, as well as overseeing code review, construction materials, assembly methods, technical research and sustainable practices.

RELEVANT PROJECT EXPERIENCE

AV Sorensen Library Renovation, Omaha, NE
The Connector Building, Metropolitan Community College, Omaha, NE
Sioux City Public Museum, Sioux City, IA
Gene Leahy Mall Improvements Study, Omaha, NE
Wilson Performing Arts Center, Red Oak, IA
Gallery 1516, Omaha, NE
Southwest Iowa Performing Arts Center, Red Oak, IA
Flatland Church, Omaha, NE
St. Luke the Evangelist Church, Ankeney, IA
St. Andrew's United Methodist Church, Omaha, NE
St. Elizabeth Ann Seton Catholic Church, Hiawatha, IA
Missouri River Pedestrian Bridge, Omaha, NE
Residences in the Village, Omaha, NE
Fort Calhoun Junior/Senior High School, Fort Calhoun, NE
Athletic Complex Impact Study, Fremont, NE

EDUCATION

University of Nebraska-Lincoln
M.S. in Architecture
B.S. in Architectural Studies

REGISTRATION

Licensed Architect in NE
LEED Accredited Professional

AFFILIATIONS

American Institute of Architects

Darin Hanigan, AIA

PROJECT DESIGNER

BVH ARCHITECTURE



Darin has 20 years' experience working in the architectural field, with a focus on K-12 educational design. Recently Darin completed a Master's thesis with a primary focus on student experience and engagement, and how architecture influences student outcomes. As project designer, Darin is involved in all aspects of school design from pre-bond work, master planning, schematic design, all the way through completion of construction, and his communication skills and ability to work with large diverse groups of people make him a valuable member of the team. He is also involved in post-occupancy studies which help to evaluate building performance, teacher satisfaction, space utilization, as well as learning outcomes for students. Darin is a key member of BVH's Education Forum thought leadership group, which aims to push forward thinking within the K-12 market.

EDUCATION

University of Nebraska-Lincoln
Master of Architecture
Nebraska Wesleyan University
Business and Finance Program
Southeast Community College
Associates in Architectural CAD
Design
Peru State College
Bachelors in Business Management

REGISTRATIONS

NCARB Certificate

AFFILIATIONS

American Institute of Architects

RELEVANT PROJECT EXPERIENCE

Wisner-Pilger Public School Renovation & Addition, Wisner, NE
Lincoln Public Schools, Lincoln, NE
Fredstrom Elementary School Addition/Renovation
Brownell Elementary School
Roper Elementary School
Clinton Elementary Addition
Dawes Middle School Addition
Lexington High School Renovation, Lexington, NE
Gibbon Public Schools, Gibbon, NE
Lincoln Pius X High School Stadium Condition Report, Lincoln, NE
Norris Public School Weight & Fitness Room Renovations, Firth, NE
Pender Public School Renovations, Pender, NE
Faith Christian School & Gymnasium Addition, Kearney, NE
St. Joseph's Catholic Church and School, Beatrice, NE
Johnson-Brock Public School Addition, Johnson, NE
Downtown Lincoln YMCA Facility Master Plan & Remodel, Lincoln, NE
University of Nebraska-Lincoln, Lincoln, NE
University Suites & Eastside Suites
Knoll Residential Center
Hewitt Place Mezzanine Remodel
Lincoln Children's Zoo, Lincoln, NE
St. Peters Catholic Church & School Addition, Lincoln, NE
All Saints Catholic Church Master Plan and Phase I, Holdrege, NE
Cheyenne Hills Church, Cheyenne, WY
Sherman Field, Lincoln, NE
Sorensen House Remodel, Lincoln, NE

Meganne Lamprecht, NCIDQ

INTERIOR DESIGNER

BVH ARCHITECTURE



As an interior designer, Meganne is fascinated with the built environment and how it can positively impact people's lives in unexpected ways. This is particularly true within educational environments where educational outcomes are highly influenced by the quality of the spaces where educators and students gather to learn. Meganne also has a passion for researching and implementing sustainable materials into furniture, fixture and equipment selections.

RELEVANT PROJECT EXPERIENCE

Duchesne Academy Master Plan, Omaha, NE

Lexington Middle School, Renovation & School/YMCA Addition,
Lexington, NE

Marion Elementary School, Marion, IA *

Waunakee Public Library, Waunakee, WI *

University of Iowa, Iowa City, IA *

Hospital and Clinics, Support Services Office Building

University Foundations, Corporate Feasibility Study

Peru State College, Student Center Program Statement, Peru, NE

Union Bank 'Catalyst', Lincoln, NE

Second Baptist Church, Omaha, NE

Stuhr Museum of the Prairie Pioneer, Grand Island, NE

Crete Public Library, Crete, NE

Joplin Public Library, Joplin, MO *

EDUCATION

University of Nebraska-Lincoln
B.S. in Design

REGISTRATION

National Council for Interior Design
Qualification

AFFILIATIONS

International Interior Design
Association

**Work completed while at another firm*

Rich Anderson, PE, LEED AP

MECHANICAL ENGINEER

BRANCHPATTERN



As a Mechanical Engineer, Rich brings over 28 years of planning, design and project management experience with emphasis on academic structures. He helps ensure the facilities that support students and faculty are able to meet the needs of today's challenging educational programs. Rich applies his unique knowledge in controls, HVAC systems and chiller-boiler optimization to a variety of education projects including new construction, equipment/system replacements, renovations and addition.

RELEVANT PROJECT EXPERIENCE

Council Bluffs Community School District, Council Bluffs, IA

Wilson Middle School Master Plan

Kirn Middle School Master Plan

Lincoln Public Schools, Lincoln, NE

Park Middle School Addition

Norwood Park Elementary Renovation

South Conejos PK-12 School, Antonio, CO

Grandview Elementary School Remodel, Alliance Public Schools,
Alliance, NE

Lord Elementary School Chiller Replacement, Omaha Public Schools,
Omaha, NE

Denver Public Schools, Denver, CO

Ashley Howell, Roberts, Westerly Renovation

Sprouting Minds Child Development Center, Omaha, NE

Donald O. Clifton Child Development Center, Omaha, NE

Dr. JP Lord Elementary School, Omaha, NE

Crawford Elementary School, Crawford, NE

Bridgeport Elementary and High School Remodel,
Bridgeport, NE

Gering Public Schools Lincoln Elementary, Gering, NE

EDUCATION

Iowa State University

Bachelor of Science, Mechanical
Engineering

REGISTRATION

Professional Engineer in NE & FL

LEED Accredited Professional,
Building & Construction

AFFILIATIONS

American Society of Heating,
Refrigerating and Air-Conditioning
Engineers

American Society for Healthcare
Engineering

Nebraska Society of Healthcare
Engineers

Design-Build Institute of America

Scott Koelzer, PE

ELECTRICAL ENGINEER

BRANCHPATTERN



Scott's experience with designing lighting systems, electrical power distribution, emergency power systems, structured cable systems, and lightning protection systems for both new and renovated buildings spans nearly two decades. He embodies a level of trust and confidence in his clients, coming naturally from his tremendous depth of experience in the engineering world.

Scott's exposure to a large range of building types includes many projects in the education sector. His understanding and technical expertise with some of the most complex projects in the nation will prove valuable and provide impressive results on this project. With a client first attitude, Scott works with grace while navigating high demands and tight deadlines.

EDUCATION

Kansas State University
Bachelor of Science, Architectural
Engineering

REGISTRATION

Professional Engineer in Nebraska
LEED Accredited Professional,
Building Design & Construction

RELEVANT PROJECT EXPERIENCE

Council Bluffs Community School District, Council Bluffs, IA

Wilson Middle School Master Plan

Kirn Middle School Master Plan

Lincoln Public Schools, Lincoln, NE

Park Middle School

Norwood Park Elementary

Chadron East Ward Elementary HVAC Remodel, Chadron Public
Schools, Chadron, NE

St. Francis of Assisi Catholic School, Des Moines, IA*

Lawton Eisenhower Middle School, Lawton, OK*

Omaha Public Schools, Omaha, NE*

Omaha North High School

Blackburn High School

Brownell Talbot PK-12 Upgrades, Omaha, NE*

Early Childhood Center at Gateway Elementary, Omaha, NE*

Sprouting Minds Child Development Center, Omaha, NE

Davenport Early Childhood Development, Fremont, NE*

Ann W. Wickman Child Development Center, Omaha, NE*

Edmunds Elementary School, Des Moines, IA*

**Work completed while at another firm*

Nate Maniktala, LEED AP BD+C, MBA

BUILDING SCIENTIST

BRANCHPATTERN



With over 20 years of experience and a diversified portfolio of educational facilities, Nate brings seasoned and multi-faceted expertise to all planning, design and construction efforts. His primary role is to lead a discovery process to establish clear project requirements that will guide the design and form the basis of validating performance outcomes.

Nate's passion to align the built environment with the needs of occupants, operators, and organizations they serve has resulted in co-authoring the New Mexico Public School Facility Authority's Post-occupancy Evaluation Program for High-Performance Schools.

RELEVANT PROJECT EXPERIENCE

Council Bluffs Community School District, Council Bluffs, IA

Wilson Middle School Master Plan

Kirn Middle School Master Plan

Lawrence Public Schools Master Plan, Lawrence, KS

Otis K-12 School, Otis School District, Otis, CO

Dunklau Center for Science, Math & Business, Concordia University,
Seward, NE

Sue Cleveland High School, Rio Rancho Public Schools, Rio Rancho, NM

South Dakota School for the Blind and Visually Impaired, Aberdeen, SD

EDUCATION

University of Nebraska-Omaha

M.S. in Business Administration

University of Nebraska-Lincoln

B.S. in Business Administration

B.S. in Psychology

REGISTRATION

Leed Accredited Professional

Building Design + Construction

AFFILIATIONS

American Council of Engineering
Companies

Association of Energy Engineers

International Facility Management
Association

American Society of Heating,
Refrigerating and Air-Conditioning
Engineers

U.S. Green Building Council

Stuart Shell, AIA, EDAC

IEQ SPECIALIST

BRANCHPATTERN



Stuart is a Registered Architect with over 15 years of experience in analyzing indoor environments to promote occupant comfort, well-being, and productivity. As an IEQ Specialist, Stuart leverages his knowledge to improve buildings for occupants with detailed needs, such as students, faculty, and individuals with cognitive impairments.

RELEVANT PROJECT EXPERIENCE

University of North Texas–Dallas, Dallas, TX

Student Learning & Success Center

University Services Building

Council Bluffs Community Schools, Council Bluffs, IA

Wilson Middle School Master Plan

Kirn Middle School Master Plan

Scooter's Coffee Corporate Headquarters, Omaha, NE

The John Buck Company WELL Study, Chicago, IL

Desmone Architects WELL Lighting Study, Pittsburg, PA

EDUCATION

University of Nebraska–Lincoln

MS Architectural Engineering

Illinois Institute of Technology

BA Architecture

REGISTRATION

Registered Architect in NE & TX

Evidence-Based Design Accreditation
and Certification

WELL Accredited Professional

LEED Accredited Professional,
Building Design + Construction

CSI Construction Documents
Technologist

Fitwel Ambassador

RESET Accredited Professional

AFFILIATIONS

American Institute of Architects

Brad Lewis, CTS-D

INSTRUCTIONAL TECHNOLOGY & ACOUSTICS

BRANCHPATTERN



Brad Lewis is a Technology + Acoustics consultant with over 15 years of experience in technology, noise control, acoustic design, and audiovisual. Brad specializes in evaluating a facilities infrastructure and its ability to support technology-based instructional delivery and administrative functions, such as LANs, WANs, classroom computers, cable TV access, data drops, and other information systems support. He is an expert in assessing the technology readiness of existing infrastructures to support information technology and associated equipment.

RELEVANT PROJECT EXPERIENCE

BVSD Monarch K-8 and High School Renovations, Louisville, CO
 Blue Valley Southwest high School, Overland Park, KS*
 Branson Public Schools—9th Grade Center, Activity Center,
 Buchanan Elementary, Branson, MO*
 Camdenton High School, Camdenton, CO*
 Belmod-Klemme High School, Belmond, IA*
 Eisenhower High School, Goddard, KS*
 Siloam Springs High School, Siloam Springs, AR*
 De Soto High School, De Soto, KS*
 Eudora USD 491—Eudora Elementary School, Eudora, KS*
 Adams 12 Arapahoe Ridge Elementary School Addition/Renovation,
 Denver, CO
 Cotton Creek Elementary School Addition/Renovation, Westminster, CO
 DPS GALS Del Pueblo Addition, Denver, CO
 Branson Public Schools—9th Grade Center, Activity Center, Buchanan
 Elementary, Branson, MO*
 Academie Lafayette Cherry Campus (K-3), Auditorium Renovation,
 KCMO School District, Kansas City, MO*
 Indiana State University, Learning Environment Study, Terre Haute, IN*
 Kansas City University*
 Joplin Campus Master Plan, Joplin, MO
 Student Union Study, Manhattan, KS
 Olathe Technology Master Planning, Olathe, KS
 University Master Plan, Lawrence, KS
 Dunklau Center for Science, Math & Business, Concordia University,
 Seward, NE

EDUCATION

University of Kansas
 BS, Architectural Engineering

REGISTRATIONS

Certified Technology Specialist-
 Design

AFFILIATIONS

InfoComm International
 Building Industry Consulting Service
 International (BICSI)

* Work completed with another firm

Michael Eisenbarth, PE, SE

STRUCTURAL ENGINEER

R.O. YOUKER



Michael joined the R.O. Youker team in 1992 and now serves as the President and Principal Engineer of the firm. Mike has accumulated experience in multi-phase building planning, design of new buildings, existing renovations and forensic investigations. This experience provides him with the robust tool palette required to provide exemplary analysis and design for all types of projects and building materials. As Principal, Michael oversees all phases of projects, from preliminary planning and design development through construction.

RELEVANT PROJECT EXPERIENCE

Lincoln Public Schools, Lincoln, NE
Meadowlane Elementary School Addition
Roper Elementary School Addition
Morley Elementary School Addition/IAQ
Southwest High School
North Star High School
Southeast Community College Machine Tool, Milford, NE
Bryan Elementary School Addition, Lexington, NE
BIA 5 Schools, Various Locations in Arizona and New Mexico
Oglala Lakota Dormitories, Kyle, SD
Cove Day School, Red Valley, AZ
Little Wound School, Kyle, SD
Batesland School Addition, Batesland, SD
Elm Creek High School, Elm Creek NE
Nebraska Wesleyan University Johnson Hall, Lincoln, NE
University of Nebraska-Lincoln Barkley Center, Lincoln, NE
Civic Plaza, Lincoln, NE
Chadron State College Rodeo Arena, Chadron, NE
Cooper YMCA, Lincoln, NE
YMCA Wright Park Concessions, Lincoln, NE
Holmes Lake Golf Course Clubhouse, Lincoln, NE
Boy Scouts Climbing Wall, Walton, NE
Woods Park Bath House, Lincoln, NE

EDUCATION

University of Nebraska-Lincoln
B.S. Civil Engineering

REGISTRATION

Professional Structural Engineer in NE
Professional Civil Engineer in NE & 9
Other States

AFFILIATIONS

American Society of Civil Engineers
American Concrete Institute
American Concrete Institute—
NE Chapter
Structural Engineers Association of
Nebraska

Mark Otte, PE, SE

STRUCTURAL ENGINEER

R.O. YOUKER



Mark has been with R.O. Youker since 2004, and serves as Vice President of Production. His design experience includes new construction and renovation of commercial, institutional, industrial, and residential projects utilizing wood, steel, concrete and masonry building materials. As Vice President of Production, Mark works on projects from the programming stage through construction.

RELEVANT PROJECT EXPERIENCE

Lincoln Public Schools, Lincoln, NE

Irving Middle School IAQ

Belmont Elementary School Addition/IAQ

Lincoln Public Schools District Office

Lakeview Elementary School Addition/IAQ

Adams Elementary School

Kooser Elementary School

Hill Elementary School Phase I Addition and Phase II

Prescott Elementary IAQ

University of Nebraska-Lincoln, Lincoln, NE

Willa S. Cather Dining Complex

Carson Theater Lobby

Lambda Chi Alpha Fraternity House

Southeast Community College, Lincoln, NE

Student Services & Classroom Addition

Physical Therapist Addition

Porcupine K-8 Facility, Porcupine, SD

Northeast Community College Master Plan, Norfolk, NE

Wisner-Pilger High School Addition, Wisner, NE

Wisner-Pilger Middle School, Wisner, NE

Sinte Gleska University Addition, Mission, SD

Oglala Lakota College Multi-Purpose Addition, Kyle, SD

Oglala Lakota College Rapid City, Kyle, SD

Coffeyville Community College Women's Dorms, Coffeyville, KS

Sparks Hall Renovation & Addition, Chadron State College, Chadron NE

Western Nebraska Community College Residence Hall, Scottsbluff, NE

Fallbrook Office Buildings, Lincoln, NE

Cooper YMCA Expansion, Lincoln, NE

Syracuse Public Library, Syracuse, NE

Capitol Humane Society, Lincoln, NE

Nebraska Natl Guard McCook Readiness Center, McCook, NE

Gothenburg State Bank Addition/Remodel, Gothenburg, NE

EDUCATION

University of Nebraska-Lincoln

Master of Science, Civil Engineering

B.S. Civil Engineering

REGISTRATION

Professional Structural Engineer in NE

Professional Civil Engineer in NE

AFFILIATIONS

Structural Engineers Association of
Nebraska

American Institute of Steel
Construction

Jeff Pankoke, SE

STRUCTURAL ENGINEER

R.O. YOUKER



Jeff has over 10 years of experience at R.O. Youker and serves as Vice President of Business Development and Project Engineer. His design experience includes both new construction and renovations of commercial, institutional, religious, educational, industrial, and residential projects. As a Project Engineer, Jeff works on projects from the design development phase through construction.

RELEVANT PROJECT EXPERIENCE

Lincoln Public Schools, Lincoln, NE
 Randolph Elementary School Addition
 Roper Elementary School
 Fredstrom Elementary School
 Morley Elementary School IAQ
 Scott Middle School Addition
 Lux Middle School Addition
 The Career Academy, Lincoln, NE
 Lexington Middle School, Lexington, NE
 University of Nebraska-Lincoln, Lincoln, NE
 Behlen Labs Addition/Renovation
 Willa S. Cather Dining Complex
 Cove Day School, Red Valley, AZ
 Batesland School Addition, Batesland, SD
 Colorado River Indian Tribe Detention Facility, Parker, AZ
 SCC John Deere Addition, Lincoln, NE
 Liberty Estates, Waverly, NE
 Saline County Veterans Memorial, Dorchester, NE
 LES Boiler Mezzanine, Lincoln, NE
 Ogalala Sioux Lakota Housing Administration Pine Ridge, SD
 Child Advocacy Center, Lincoln, NE
 Nebraska Historical Society, Lincoln, NE
 Shoemakers Truck Stop, Lincoln, NE
 Matt Talbot Kitchen and Outreach, Lincoln, NE
 St. Luke's Methodist Church, Lincoln, NE
 The Dairy House, Lincoln, NE
 NDOR Hartington Office Addition, Hartington, NE
 Arbor Day Tenant Finish, Lincoln, NE
 Marysville Senior Housing, Marysville, KS
 Shannon Heights, Omaha, NE
 Stonebrook Estates & Villas, Konawa, OK

EDUCATION

University of Nebraska-Lincoln
 B.S. Civil Engineering

REGISTRATION

Professional Structural Engineer in NE

AFFILIATIONS

Structural Engineers Association of
 Nebraska
 American Institute of Steel
 Construction

Dan Rosenthal, PE

CIVIL ENGINEER

REGA ENGINEERING GROUP, INC



Mr. Rosenthal has over 34 years of experience as a civil engineering technician, designer, project design manager, and design engineer. His experience includes working with public and private projects including, schools, military facilities, commercial and industrial parks, residential subdivision layout and design, railroad track design, storm, sanitary, and water main design. He has worked on many school additions and several high school and college football field turf and track projects across the Midwest.

RELEVANT PROJECT EXPERIENCE

Lincoln Public Schools, Lincoln, NE

Pershing Elementary School, Lincoln, NE

Goodrich Middle School Renovation, Lincoln, NE

Mickle Middle School Renovation, Lincoln, NE

Culler Middle School Renovation, Lincoln, NE

Kahoa Elementary School, Lincoln, NE

Fredstrom Elementary School, Lincoln, NE

Hill Elementary School Survey, Lincoln, NE

McPhee Elementary School, Lincoln, NE

Roper Elementary School Survey, Lincoln, NE

Rousseau Elementary School Survey, Lincoln, NE

Zeman Elementary School Survey, Lincoln, NE

Holmes Elementary School, Lincoln, NE

Adams Freeman School, Adams, NE

Raymond Central Jr./Sr. High School, Raymond, NE

Lincoln Christian School, Lincoln, NE

Southern Valley Elementary School, Oxford, NE

Fairbury Elementary School, Fairbury, NE

St. Peter's Catholic School, Lincoln, NE

Ansley Public Schools, Ansley, NE

Norris Elementary School, Norris, NE

Palmyra High School, Palmyra, NE

Lakeview Middle School Topographic Survey and Layout, Columbus, NE

Lexington High School Addition, Lexington, NE

Wilber/Clatonia High School Addition, Wilber, NE

Ord High School Renovation, Ord, NE

Concordia University Student Housing Construction, Seward, NE

Centennial High School Addition, Utica, NE

Madison Elementary School Addition, Madison, NE

Lexington Grade School Addition, Lexington, NE

Beatrice High School Football Field Turf and Track, Beatrice, NE

EDUCATION

University of Nebraska-Lincoln

B.S. Civil Engineering

REGISTRATION

Professional Engineer in NE
and 7 other states

Nathaniel Burnett, PE

CIVIL ENGINEER

REGA ENGINEERING GROUP, INC



Mr. Burnett has more than 9 years of experience as a designer and project engineer. During his time at REGA, Nate has worked on a variety of school additions and renovations throughout various stages of design and construction. The design of these projects included: drainage facilities, plans and profiles for streets, sanitary, storm sewer, and water. Nate has also reviewed cost estimates, plan submittals, and construction documents prior to and during construction of these various projects.

RELEVANT PROJECT EXPERIENCE

Nebraska Center for Advanced Professional Studies,
Sandy Creek School, Fairbury, NE
Centennial High School Addition, Utica, NE
Macy High School Addition, Macy, NE
Goodrich Middle School Renovation, Lincoln, NE
Lexington Middle School Addition, Lexington, NE
Bryan Elementary School Addition, Lexington, NE
Knoll Student Housing, University of Nebraska-Lincoln, Lincoln, NE
Jefferson Elementary School Addition, Fairbury, NE
Wilbur Clatonia High School SWPPP, Wilbur, NE
St. Peter's Catholic School Addition, Lincoln, NE
St. John's Lutheran School Renovation, Seward, NE
Lincoln Public Schools Nutrition Services Center, Lincoln, NE
Boone Central School Addition, Albion, NE
Fairbury Elementary School, Fairbury, NE
Lexington High School Addition, Lexington, NE
Walt Hill Public School Addition, Walt Hill, NE
Boone Central Track & Football Field Turf, Albion, NE
Lincoln Christian Track & Football Field, Lincoln, NE

EDUCATION

University of Arizona
Master of Landscape Architecture
University of Nebraska-Lincoln
B.S. in Architecture

REGISTRATION

Professional Engineer in NE & KS

Corey Haselhorst, LA

LANDSCAPE ARCHITECT

REGA ENGINEERING GROUP, INC



Mr. Haselhorst has over 17 years of experience as a designer and project manager in architecture, engineering landscape architecture. His landscape architecture experience includes working on public and private projects including, commercial and residential subdivision design and layout, regional parks and river parks, educational facilities, institutional facilities, commercial design, freeway expansions and urban streetscapes, storm, sanitary, water main design and storm water pollution prevention design. Corey also has experience creating visual simulations for land use planning, neighborhood and regional parks, academic and institutional projects, as well as streetscape and plaza design.

Corey also has experience managing and coordinating design and construction documents, proposal writing, project implementation, client communication, construction administration and cost estimating for the various projects.

EDUCATION

University of Arizona
Master of Landscape Architecture
University of Nebraska–Lincoln
B.S. in Architecture

REGISTRATION

Professional Landscape Architect

RELEVANT PROJECT EXPERIENCE

Dining Hall, Southeast Community College, Beatrice, NE
Martha Cooper Branch Library and Learning Center, Tucson, AZ
Pascua Yaqui Tribe of Arizona, Casino del Sol, near Tucson, AZ
Pima Community College Football Practice Facility Expansion, Tucson, AZ
Pima County Waste Water ROMP Lab, Tucson, AZ
Recreation Center, University of Arizona, Tucson, AZ
Rios de Agua Viva Church, Crete, NE
Thomas W. Keating Bioresearch and Medical Research Building, University of Arizona, Tucson, AZ

Appendix B

Sample Contract

DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year «Two Thousand Nineteen »
(In words, indicate day, month and year.)

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

«Arlington Public Schools
705 N 9th Street
PO Box 580
Arlington NE 68002»

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

«BVH Architecture»«»
«440 N 8 St Ste 100»
«Lincoln NE 68508»

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

«Arlington Public Schools »
«»
«BVH #»

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.

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

<< >>

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

<< >>

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

<< >>

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

<< >>

.2 Construction commencement date:

<< >>

.3 Substantial Completion date or dates:

<< >>

.4 Other milestone dates:

<< >>

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

<< >>

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

<< >>

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

<< >>

<< >>

<< >>

<< >>

<< >>

<< >>

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

<< >>

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

<< >><< >>

<< >>

<< >>

« »
« »

.2 Civil Engineer:

« »« »
« »
« »
« »
« »

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

« »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

«Cleve Reeves»
«BVH Architecture»
901 Jones St
Omaha NE 68102
Phone: 402-345-3060
email: creeves@bvh.com »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

« »« »
« »
« »
« »
« »

.2 Mechanical Engineer:

« »« »
« »
« »
« »
« »

.3 Electrical Engineer:

« »« »
« »
« »
« »
« »

§ 1.1.11.2 Consultants retained under Supplemental Services:

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 14:19:45 on 07/20/2018 under Order No.9362521824 which expires on 04/04/2019, and is not for resale.

User Notes:

(1517630572)

«Not applicable (N/A) »

§ 1.1.12 Other Initial Information on which the Agreement is based:

«N/A »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 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 Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 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 Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

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

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «One Million» (\$ «1,000,000») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 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 or umbrella liability insurance, provided such

primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than «One Million» (\$ «1,000,000») each accident, «One Million» (\$ «1,000,000») each employee, and «One Million» (\$ «1,000,000») policy limit.

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

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 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, and shall not be responsible for, the accuracy, completeness, and timeliness of, 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.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect/Basic Services

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.2 Multiple preliminary designs	Architect/Basic Services
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Architect/Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Architect/Basic Services
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect/Basic Services
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect/Basic Services
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect/Basic Services
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect/Basic Services
§ 4.1.1.21 Telecommunications/data design	Architect/Basic Services
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

«Not Applicable»

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

«Not Applicable»

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services 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 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, 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 Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 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;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 «Two» (2 ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 « » (« ») visits to the site by the Architect during construction
- .3 «One» («1») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 «One» («1») inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. 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 furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 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 furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, 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 Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 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.

§ 5.10 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.

§ 5.11 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.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

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

Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, 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.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 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 Agreement. A request for mediation shall be made in writing, delivered to the other party to this 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. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 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.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court in the State of Nebraska

☐ Other: (Specify)

☐

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

§ 8.3 Arbitration - Intentionally Deleted

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

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

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

.1 Termination Fee:

«To be determined at time of termination»

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

«To be determined at time of termination »

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

§ 10.6 Unless otherwise required in this 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 Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project 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 Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose “confidential” or “business proprietary” information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information 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 invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

« »

- .2 Percentage Basis
(Insert percentage value)

« » (« ») % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

« »

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«Not Applicable»

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«Per BVH Standard Billing Rates attached as Exhibit A, or as negotiated with and approved by the Owner »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus **«fifteen» percent («15»%)**
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	«twenty»	percent («20»	%)
Design Development Phase	«thirty»	percent («30»	%)
Construction Documents Phase	«twenty-five»	percent («25»	%)
Procurement Phase	«five»	percent («5»	%)
Construction Phase	twenty »	percent («20»	%)
Total Basic Compensation	one hundred	percent (100	%)

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

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted 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.)

«attached as Exhibit A to this Agreement »

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents; **Submittal Exchange**;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «fifteen» percent («15» %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

«Not Applicable»

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of «zero» (\$ «0.00») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 Intentionally

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Architect will invoice Client monthly for all Services rendered pursuant to this Agreement, unless otherwise agreed in writing. Each invoice shall include the fees due for such Services, and the costs for any out of pocket expenses incurred by Architect in the performance of the Services. The Client agrees that all invoices will be electronically debited by Architect from the Client's designated account, in accordance with the Authorization Agreement, upon receipt of invoice. If Client elects not to utilize Architect's electronic billing program, Client agrees to pay upon receipt of each electronic invoice. A 10% administrative/processing fee will be applied to any invoiced amount not paid within five (5) business days. A monthly finance charge of 1.5% will be assessed to any amount outstanding after ten (10) days and each month thereafter. If there is a dispute of fees owed to Architect, the parties agree to resolve such disputes in good faith within 5 days.

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

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

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

«§ 12.1 If the Owner authorizes deviations, recorded or unrecorded, from the documents prepared by the Architect without written agreement of the Architect, the Owner shall indemnify and hold harmless the Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting in whole or in part from such deviations, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

§ 12.2 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.

- § 12.3 The Architect's services shall be provided to assist the Owner in making changes to an existing facility for which the Owner shall furnish, in a timely manner, documentation and information upon which the Architect may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Owner, the Architect shall not be required to perform or to have others perform destructive testing or to investigate concealed or unknown conditions. In the event documentation or information furnished by the Owner is inaccurate or incomplete, any resulting damages, losses and expenses, including the cost of the Architect's Additional Services, shall be borne by the Owner.

Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by the Architect regarding existing conditions, and because some of these assumptions may not be verifiable without the Owner expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by the Architect.

§ 12.4 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the Owner and Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and Architect's officers, directors, partners, employees, shareholders, and consultants shall not exceed the Architect's total fee for services rendered on this Project, or \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

§ 12.5 Mutual Indemnification

The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Architect's negligent performance of professional services under this Agreement and that of its consultants or anyone for whom the Architect is legally liable.

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and consultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Owner's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner is legally liable.

Neither the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

- § 12.6 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.

- § 12.7 If governmental funded projects require a wage rate determination, services associated therewith will be considered as an Additional Service.

§ 12.8 Betterment

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 14:19:45 on 07/20/2018 under Order No.9362521824 which expires on 04/04/2019, and is not for resale.

User Notes:

(1517630572)

If, due to the Architect's negligence, a required item or component of the Project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

§12.9 Value Engineering Services: Cost reduction Ideation and Analysis Services requested after approval of the Design Development documents, will be provided on a per item basis. The fee for each would be included in the cost reduction thus:

Gross Construction Cost Savings x .085 (A/E fee) = NET Cost Savings.

§12.10 Corporate Protection Clause

It is intended by the parties to this Agreement that the Architect's services in connection with the Project shall not subject the Architect's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Bahr Vermeer Haecker Architects, Ltd a Nebraska corporation, and not against any of the Architect's individual employees, officers or directors.»

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

« »

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

[« »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 14:19:45 on 07/20/2018 under Order No.9362521824 which expires on 04/04/2019, and is not for resale.

User Notes:

(1517630572)

OWNER (Signature)

<< >><< >>

(Printed name and title)

ARCHITECT (Signature)

<< >><<>>

(Printed name, title, and license number, if required)



BVH ARCHITECTURE

901 Jones Street, Omaha, NE 68102 / 402.345.3060
440 N 8th Street Ste 100, Lincoln, NE 68508 / 402.475.4551

BVH.COM

PROJECT MANAGER'S MESSAGE

Dear Selection Committee,

Schemmer is pleased to present our qualifications for the services shown in your Request for Qualifications for Master Planning and Miscellaneous Services for Arlington Public Schools. Our team has a thorough understanding of master planning, facility assessments, project planning and potential challenges. Schemmer's primary objective is to provide you with the ultimate confidence in our proven qualifications and the added reassurance that, when you select our team, you will be well-served by the following:

OWNER/COMMUNITY-DRIVEN PROCESS. At Schemmer, we offer an owner-driven process to allow them to be instrumental in the design process. We understand that schools serve as a symbol of community autonomy, vitality and identity. Through our design expertise in the K-12 sector, we will work together on solutions that meet Arlington Public Schools' values, needs and expectations.

PASSION FOR QUALITY EDUCATIONAL DESIGN AND RENOVATION. We believe that maintaining and updating school facilities is vital for student learning and achievement. Schemmer understands that school renovations need to maximize spaces and programming, gain efficiencies and connect with the community, all while ensuring maintenance is economical and feasible. We promise to provide solutions that will meet your education goals by providing learning environments that are safe, comfortable, inspired and will generate pride for your community.

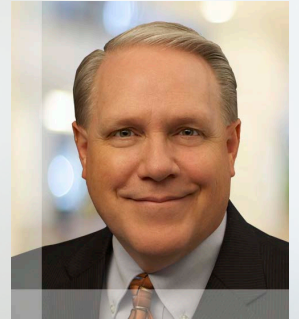
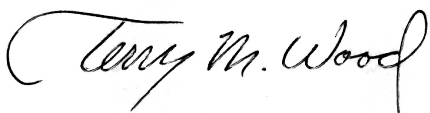
PROVEN EXPERIENCE. Our team of professionals has provided renovation/addition services for more than 80 K-12 facilities. Schemmer will take ideas generated by stakeholders in the Arlington educational community and will provide concepts, plans and construction services to make them a reality, all while maintaining project budget and schedule.

LOCAL IN-HOUSE SERVICES. Our full-service team offers the benefit that all architecture and engineering disciplines are constantly collaborating on a daily basis. This guarantees project success by ensuring continuity and avoiding conflicts in building systems. Ultimately, our in-house services enhance design by limiting errors and omissions.

TEAM PLAYER. Successful projects begin with diligent and open team collaboration. It is our priority to create a partnership with Arlington Schools and community through transparent and inclusive communication. This partnership will allow us to provide design solutions that maintain your goals and values. We understand that no one person can successfully execute the complexities of a school project on their own. It takes a team to be successful. We take pride in being approachable, honest, dependable and fully committed to our clients – all great traits you need on your team. **Our promise to Arlington Public Schools is that we will be an outstanding team player.**

We assure you that when you select Schemmer, you'll have a trustworthy, collaborative and reliable design firm working for you. The information on the following pages summarizes our qualifications, design philosophy and fees. We look forward to the opportunity of partnering with Arlington Public Schools. Thank you for the opportunity and considering Schemmer.

Sincerely,



**TERRY M. WOOD, AIA,
LEED AP
PRINCIPAL-IN-CHARGE/
PROJECT MANAGER
twood@schemmer.com**

P 402.493.4800

F 402.493.7951

1044 North 115th Street
Suite 300

Omaha, NE 68154

SCHEMMER.COM

PROPOSAL

February 7, 2019

Facility Master Planning

Arlington Public Schools



DLR Group

Architecture Engineering Planning Interiors

DLR Group

6457 Frances Street, Suite 200

Omaha, NE 68106

402.393.4100

listen.DESIGN.deliver

Who We Are

DLR Group is a national integrated K-12 design firm founded right here in Nebraska.

Our promise is to elevate the human experience through design. This inspires a culture of design and fuels the work we do around the world. **We are 100% employee owned:** every employee is literally invested in our clients' success. At the core of our firm are interdisciplinary employee-owner teams, engaged with all project stakeholders. These teams champion true collaboration, open information sharing, shared risk and reward, value-based decision making, and proficient use of technology to elevate design.

DLR Group staffs 1,000+ professionals in its many offices located throughout the United States. DLR Group operates with a business structure and a culture of interoffice workload sharing.

The people with whom you work are directly backed by the firm's entire resources, enabling us to **immediately** and **effectively** scale our teams to meet your needs.

Our clients experience this through our service model:

listen.DESIGN.deliver

All of our proposed project team members reside in our Omaha office.

What does this mean to Arlington Public Schools?

Our team of dedicated educational designers who understand trends and the unique nature of Nebraska will lead you through the process.

Clients and communities benefit from DLR Group's integrated design approach that involves our K-12 architectural and engineering designers collaborating with the "School Family" - administrators, educators, students, and community members. We started this approach in Omaha in 1966, and have grown into an interconnected network of 29 offices offering global experience with local expertise. Repeated rankings as the **#1 primary and secondary educational design firm in the United States** by Building Design & Construction is proof that DLR Group continuously provides design innovation with responsive service.

The experience differentiates DLR Group from other professional services firms in terms of ability and

knowledge. Our fifty years of planning and designing educational facilities gives you an enjoyable experience participating in the discovery of who you are now, defining who you want to be, and developing a road map to get you there.

DLR Group brings the Arlington Public Schools Family high quality solutions that elevate teaching/learning environments. Our deep experience guides the reduction of operational and maintenance expenses and allows us to recognize the importance of preserving the welcoming environment of this neighborhood school.

DLR Group discipline leaders over 100 years of educational facility design experience that incorporates flexibility, customization, identity, collaboration and exploration to accommodate multiple learning styles. It is the experience of these dedicated planners and designers who work side by side in daily collaboration that keeps **DLR Group at the forefront of educational design excellence.**



Proposed Project Team

Our ability to **provide all architectural and engineering services in-house** enhances our ability to continually manage schedules and costs through our integrated approach. In addition, we include a commitment to construction administration staff, ensuring responsive and effective management of the construction process and allowing crucial time adherences.

DLR Group believes in a clearly defined line of communication for the client to our project team. With that being said, **Patrick Phelan will serve Arlington Public Schools as the Project Leader** and primary point of contact. In addition to Patrick's leadership, **Cody Hillen will be the secondary point of contact** to ensure that there is always someone available to address any questions, concerns, etc.



Patrick Phelan, LEED AP
Project Leader & Community
Engagement Facilitator
DLR Group - Primary Contact

Cody Hillen, AIA
Educational Facility Designer
**DLR Group -
Secondary Contact**

Linda Schafer
Community Engagement &
Consensus Building Liaison
DLR Group

Dawn Danley, PE, LEED AP
Civil Engineer
DLR Group

Jake McConnell, PE, SE
Structural Engineer
DLR Group

Paul Fisher, PE, LEED AP
Mechanical Engineer
DLR Group

Mary Wurst, PE
Electrical Engineer
DLR Group

Brandea Morton, NCIDQ, IIDA
Interior Designer | Furniture Expert
DLR Group

David Manley, PE, LEED AP BD+C
Civil Engineer
DLR Group

Patrick Phelan

LEED AP - Principal, DLR Group



Experience

Waverly School District 145; Waverly, NE
 Crete Public Schools; Crete, NE
 Norris Public Schools; Firth, NE
 Newman Grove Public Schools; Newman Grove, NE
 Gretna Public Schools; Gretna, NE
 Columbus Public Schools; Columbus, NE
 DC West Community Schools; Valley, NE
 Wahoo Public Schools; Wahoo, NE
 Holdrege Public Schools; Holdrege, NE
 Elkhorn Public Schools; Elkhorn, NE
 Kearney Public Schools; Kearney, NE
 Adams Central Public Schools; Hastings, NE

Project Role

Project Leader & Community Engagement Facilitator - **Primary Contact**

Professional Highlights

Education

Bachelor of Science, Architecture

Registration & Licensing

Architect: NE, MN

NCARB Certified

License No.:

A2029

Cody Hillen

AIA - Senior Associate, DLR Group



Experience

Bennington Public Schools; Bennington, NE
 Columbus Public Schools; Columbus, NE
 Waverly School District 145; Waverly, NE
 Elkhorn Public Schools; Elkhorn, NE
 Newman Grove Public Schools; Newman Grove, NE
 Blair Public Schools; Blair, NE
 Norris Public Schools; Firth, NE
 Leigh Community School District; Leigh, NE
 Holdrege Public Schools; Holdrege, NE
 Ashland-Greenwood Public Schools; Ashland, NE
 Gretna Public Schools; Gretna, NE

Project Role

Educational Facility Designer - **Secondary Contact**

Professional Highlights

Education

Master of Architecture

University of Nebraska-Lincoln

Bachelor of Science, Architecture

University of Nebraska-Lincoln

Registration & Licensing

Architect: NE, IA

NCARB Certified

License No.:

A2029

Linda Schafer

Arlington Resident & Alumni - Senior Associate, DLR Group



Experience

Linda Schafer not only is a graduate of Arlington Public Schools, but also continues to reside and contribute to the tax asking of the Arlington School District. Linda's role will allow her to have a common perspective as other property owners within the school district, both as a residential property owner as well as coming from a local Arlington farm family.

Project Role

Community Engagement & Consensus-Building Liaison

Professional Highlights

Education

High School Graduate

Arlington High School

Metro Tech Community College

Dawn Danley

PE, LEED AP - Associate, DLR Group



Experience

Elkhorn Public Schools; Elkhorn, NE
Oakland-Craig Public Schools; Oakland, NE
Westside Community Schools; Omaha, NE
Omaha Public Schools; Omaha, NE
Adams Central Public Schools; Hastings, NE
Grand Island Northwest Public Schools; Grand Island, NE
Shenandoah Community School District; Shenandoah, IA

Project Role

Civil Engineer

Professional Highlights

Education

Bachelor of Science, Civil Engineering,
University of Nebraska-Omaha

Registration & Licensing

Civil Engineer: NE, SD, IA, MO, GA, WY, MN
NCEES Certified

License No.:

E - 11191

Jacob McConnell

PE, SE - Principal, DLR Group



Experience

Elkhorn Public Schools; Elkhorn, NE
Gretna Public Schools; Gretna, NE
Columbus Public Schools; Columbus, NE
Bennington Public Schools; Bennington, NE
Crete Public Schools; Crete, NE
Norris Public Schools; Firth, NE
Newman Grove Public Schools; Newman Grove, NE
Waverly School District 145; Waverly, NE
Springfield-Platteview Public Schools; Springfield, NE
Omaha Public Schools; Omaha, NE
Adams Central Public Schools; Hastings, NE

Project Role

Structural Engineer

Professional Highlights

Education

Master of Architectural Engineering;
University of Nebraska-Lincoln

Bachelor of Science, Architectural Engineering
University of Nebraska-Omaha

Registration & Licensing

Structural Engineer: IA, MD, MN, NC
NCEES

License No.:

E - 14275

Paul Fisher

PE, LEED AP - Senior Associate, DLR Group



Experience

Elkhorn Public Schools; Elkhorn, NE
Crete Public Schools; Crete, NE
DC West Community Schools; Valley, NE
Bennington Public Schools; Bennington, NE
Wahoo Public Schools; Wahoo, NE
Holdrege Public Schools; Holdrege, NE
Norris Public Schools; Firth, NE
Newman Grove Public Schools; Newman Grove, NE
Adams Central Public Schools; Hastings, NE
Westside Community Schools; Omaha, NE
Omaha Public Schools; Omaha, NE
Kearney Public Schools; Kearney, NE

Project Role

Mechanical Engineer

Professional Highlights

Education

Bachelor of Science, Mechanical Engineering,
Iowa State University

Registration & Licensing

Mechanical Engineer: NE

License No.:

E - 12412

Mary Wurst

PE - Senior Associate, DLR Group

Project Role

Electrical Engineer



Experience

Crete Public Schools; Crete, NE
 Gretna Public Schools; Gretna, NE
 Columbus Public Schools; Columbus, NE
 Waverly Public Schools; Waverly, NE
 Elkhorn Public Schools; Elkhorn, NE
 Norris Public Schools; Firth, NE
 Wahoo Public Schools; Wahoo, NE
 Holdrege Public Schools; Holdrege, NE
 Bennington Public Schools; Bennington, NE
 Westside Community Schools; Omaha, NE
 Omaha Public Schools; Omaha, NE
 Raymond Central Public Schools; Raymond, NE

Professional Highlights

Education

Master of Architectural Engineering, Bachelor of Science, Architectural Engineering, University of Nebraska- Lincoln

Registration & Licensing

Electrical Engineer: IA, NE
 NCEES Certified

License No.:

E - 14957

Brandea Morton

NCIDQ, IIDA - Senior Associate, DLR Group

Project Role

Interior Designer | Furniture Expert



Experience

Columbus Public Schools; Columbus, NE
 Gretna Public Schools; Gretna, NE
 Oakland-Craig Public Schools; Oakland, NE
 DC West Community Schools; Valley, NE
 Bennington Public Schools; Bennington, NE
 Crete Public Schools; Crete, NE
 Elkhorn Public Schools; Elkhorn, NE
 Omaha Public Schools; Omaha, NE
 Adams Central Public Schools; Hastings, NE
 Riverside Community School District; Riverside, IA

Professional Highlights

Education

Bachelor of Science, Interior Design
 University of Nebraska-Lincoln

Registration & Licensing

Interior Designer: NE, TX
 NCIDQ Certified

David Manley

PE, LEED AP BD+C - Senior Associate, DLR Group

Project Role

Acoustician



Experience

Elkhorn Public Schools; Elkhorn, NE
 Waverly High School Auditorium; Waverly, NE
 Anaheim Elementary School Reconstruction; Anaheim, CA
 Capital City High School; Jefferson City, MO
 International High School; Langley Park, MD
 Urbandale High School Performing Arts Center; Urbandale, IA
 Sacramento Community Center Theater; Sacramento, CA

Professional Highlights

Education

Master of Architectural Engineering, University of Nebraska-Lincoln
 Bachelor of Architectural Engineering, University of Nebraska-Lincoln

Registration & Licensing

Engineer: NE, CO

Professional Affiliations

Institute of Noise Control Engineering
 Acoustical Society of America
 ASHRAE
 USGBC of Colorado

Our Collaborative Project Approach

Communication is Key

Continual communication with the planning team is key to ensuring our design meets the needs of your District. DLR Group employs face-to-face meetings, charrettes, and workshops to engage your stakeholders and community members in the design process. Small to large group meetings and events supercharge collaboration, both in developing goals and ideas as well as prioritizing them and arriving at solutions. Our team will lead a process emphasizing the involvement and participation of the school family. We will encourage participation at planning workshops through graphic documentation technology and involvement.

A Single Source of Responsibility

Effective facility planning and design demands more than architecture. The planning and design process for great schools involves the integration of a broad spectrum of services and the collaboration of multiple disciplines in the process. The DLR Group 50-year focus on school design services has always included an emphasis on educational design, engineering, interior design, cost management, and a communications process recognizing the importance of building community consensus throughout the planning process.

DLR Group will provide a full-service in-house team offering all necessary expertise and committed to a fully collaborative process. Our full team commitment will begin with the earliest phases of the planning and design process and through to occupation.

Our Emphasis on Participation and Communication

The DLR Group comprehensive and in-house design team understands school design. Our team will lead a process emphasizing the involvement and participation of District stakeholders. We will encourage participation at planning workshops through graphic documentation technology and involvement. Our process continually builds support, and provides an understanding of the need and contribution the facility will provide to your District and your community.



Inclusive Design Process

Engaging all Stakeholders

Our firm's organizational skills are key in streamlining our design and construction phases. Each member of our team understands the importance of communication between teammates, consultants, and our clients. All members of the team report directly to the Project Leader - Patrick Phelan, who will then communicate with the district, to assure consistency. Pat, alongside Educational Facility Designer Cody Hillen, play an integral part in our team, as they will participate in all stages of planning, design, documentation, and construction administration to assure continuity of concept and project objective. They review and evaluate all design concepts and details from all disciplines for adherence to overall concept and project objectives, assuring proper coordination of building systems and reducing or eliminating "in the field" changes. They schedule Owner and Contractor reviews of design drawings as focused charrette sessions, so that potential modifications can be discussed, evaluated, and decided upon with the involvement of the entire design team. Finally, it is the responsibility of the Patrick Phelan, the Project Leader to communicate clearly with Arlington Public Schools representatives regarding how the project is advancing, through updates at regularly scheduled project meetings.

Throughout the process our team will engage all stakeholders - administration, staff, community members, the School Board, and students. It is important to our team that all voices are heard. We will establish a Visioning Team that is inclusive of the various stakeholders. Early in the design process, our team will engage in a series of charrettes (or workshops) to give each person a voice in the process. This process is the foundation of the entire project approach.

As the design progresses, our team will update the School Board at the end of each Phase. During the development of the design, we will work with the end users of each space to create environments that support their needs not only today but in the future.

DLR Group will also work closely with the District's Facilities Manager, Lawrence Reed, to assist in our team's understanding of the existing facilities building system's condition, future maintenance needs, and long term viability of the District's facilities.



District Understanding

Financial Planning / Funding Assistance

DLR Group is well versed in school district finance, and the potential funding options that are available for major capital improvement expenditures. This depth of understanding comes from years of working with public school districts throughout the state and the importance of meshing the facility and program needs of the school district with the potential funding sources that are available to school districts.

This understanding is vital to providing a realistic facility master plan for any school district. It is also very valuable to help advocate with the community stakeholders regarding these options and the impact that they have upon the overall school district tax levy ask, both in the short term and long term perspectives.

It is also important to explain how and when any current facility levies will fit into any future facility funding scenarios.

Bottom line, the DLR Group team speaks and understands the financial language of public school funding.

Understanding the Funding Options

The DLR Group team understands that any improvement decision that the school board makes will ultimately be reflected upon the taxpayers of the Arlington School District.

With that knowledge in mind, the DLR Group team has a very unique and important team member that can help to communicate and relate to the concerns of the Arlington taxpayers.

Linda Schafer not only is a graduate of Arlington Public Schools, but also continues to reside and contribute to the tax asking of the Arlington School District. Linda's role will allow her to have a common perspective as other property owners within the school district, both as a residential property owner as well as coming from a local Arlington farm family.

Linda's 32 of service at DLR Group as a financial accounts manager gives her a unique perspective of both the architecture and engineering industry and the impact of good facility and financial planning can have upon any community, organization, or institution.

The DLR Group team understands the proper applications and appropriations for all of the possible funding mechanisms provided within the state of

Nebraska school district funding statutes.

For example, the limitations of the building fund provides of a maximum of 14 cents, but that it must also fall within the total general fund levy limits of \$1.05, unforeseen facility expenditures going forward.

DLR Group has also been involved in projects funded through the lease purchase provisions and fully understands the limitations and potential political ramifications of utilizing this approach to major capital expenditures (i.e. DC West School District).

We also understand that with the current economic climate, that there is no appetite within the Arlington community for any bond referendum funding approach, but also want to express our firm's understanding and past success with assisting school districts with bond referendum campaigns if that were to ever be a part of the long range plans of the Arlington School District.

Our ultimate goal as your school district partner is to develop a level of professional trust, integrity, personal understanding, and commitment that the Arlington School District administration, Board of Education, staff, and community patrons will be able to testify to our commitment to:

listen.DESIGN.deliver



District Collaboration

DLR Group's Project Approach emphasizes time-tested, pragmatic, and efficient techniques to provide a transparent and collaborative approach — from the bond referendum planning through post occupancy evaluation. One of the greatest contributors to the success of any project is collaboration with our clients. DLR Group's philosophy and reputation are built on our ability to create long-term partnerships with school districts.

Schools often comprise large communities of diverse people — most often a combination of educators, administrative and facilities professionals, District and school board representatives, parents, students and neighbors. We anticipate your project to include the involvement of diverse stakeholders, and ask for availability and for face-to-face meetings, charrettes, and workshops to engage your stakeholders and community members in the design process. Small to large group meetings and events supercharge collaboration, both in developing goals and ideas as well as prioritizing them and arriving at solutions.



What We Need from You

- Open, honest collaboration with all team members
- Access to staff and students to discuss needs and wants for further vetting with District representatives
- Access to facilities, existing drawings, facility maintenance personnel
- A willingness to have fun in creating a vision and direction for Arlington Public Schools



Similar Projects

Waverly School District 145

Waverly, NE | Owner: Waverly School District 145



Why we selected this project for you:

- Long time DLR Group client
- Ongoing Facility Master Planning & Implementation
- Last bond referendum included \$15 million of building infrastructure, HVAC, parking lot improvements
- Trusted district partnership
- **Contact:** Cory Worrell, Superintendent; cory.worrell@district145.org

Crete Public Schools

Crete, NE | Owner: Crete Public Schools



Why we selected this project for you:

- Long time DLR Group client
- Ongoing Facility Master Planning & Implementation
- Last bond referendum included new high school and renovation of existing high school to middle school
- Currently working on Early Childhood Preschool Center conversion of old ShopKo building acquired by the district
- Trusted district partnership
- **Contact:** Kyle McGowan, Former Superintendent; 402.418.0493 | kyle.mcgowan6561@gmail.com

Norris School District 160

Firth, NE | Owner: Norris School District 160



Why we selected this project for you:

- Long time DLR Group client
- Ongoing Facility Master Planning & Implementation
- Last bond referendum for infrastructure improvements failed due to poor agricultural economy
- Trusted district partnership
- **Contact:** Dr. John Skretta, Superintendent;
402.791.0007 | john.skretta@nsdtitans.org

Newman Grove Public Schools

Newman Grove, NE | Owner: Newman Grove Public Schools

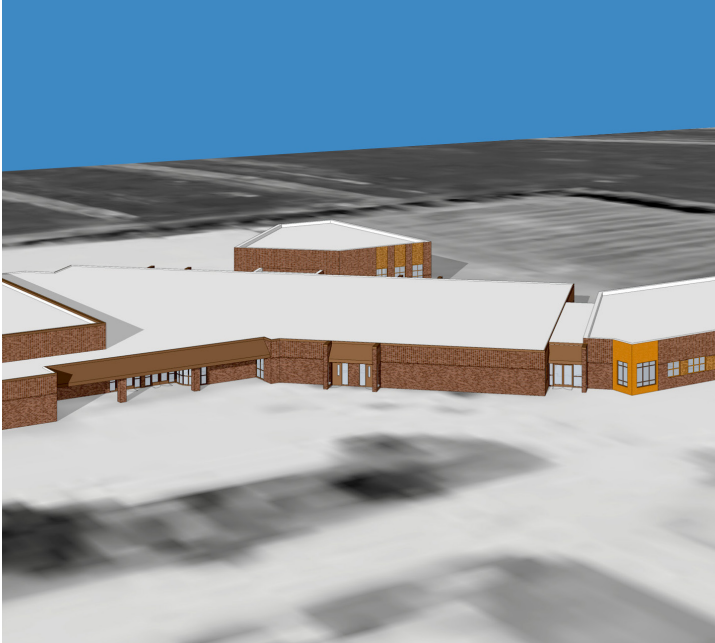


Why we selected this project for you:

- Desire to expand and enhance existing Vocational Agriculture program offering
- Limited school property required creative solution to facility needs and parking
- Project currently under construction
- **Contact:** Mikal Shalikow, Superintendent;
402.447.2721 | mikal.shalikow@ngpublicschools.com

Oakland-Craig Public Schools

Oakland, NE | Owner: Oakland-Craig Public Schools



Why we selected this project for you:

- District seeking to position itself with quality programs and facilities as it considers possible consolidation options
- Cost effective solution to program needs
- Trusted district partnership
- **Contact:** Jeff Smith, Superintendent; 402.685.5661 | jsmith@ocknights.org

Gretna Public Schools

Gretna, NE | Owner: Gretna Public Schools



Why we selected this project for you:

- Long time DLR Group client
- Ongoing Facility Master Planning & Implementation
- Patrick Phelan is an alumni and resident of Gretna Public Schools
- Growing Skilled Technical Science programs
- Trusted district partnership
- **Contact:** Dr. Kevin Riley, Superintendent; 402.917.8352 | kriley@gpsne.org

Bennington Public Schools

Bennington, NE | Owner: Bennington Public Schools



Why we selected this project for you:

- Long time DLR Group client
- Cody Hillen is a resident of Bennington School District
- Current project to remodel old elementary school into district administration building
- Trusted district partnership
- **Contact:** Dr. Terry Haack, Superintendent; 402.238.3044 | thaack@bennps.org

Columbus Public Schools

Columbus, NE | Owner: Columbus Public Schools



Why we selected this project for you:

- DLR Group was able to convert a failed middle school bond referendum into a successful new high school bond referendum
- Excellent example of community engagement and consensus building process
- Extensive Career Technical Education & Vocational Programs & facilities
- Industry partnerships with developing CTE programs
- Mary Wurst is a Columbus alumnus
- **Contact:** Troy Loeffelholz, Superintendent; 402.563.7000 | loeffelholz@discoverers.org

Douglas County West Community School District

Valley, NE | Owner: Douglas County West Community School District

DC West New Elementary School

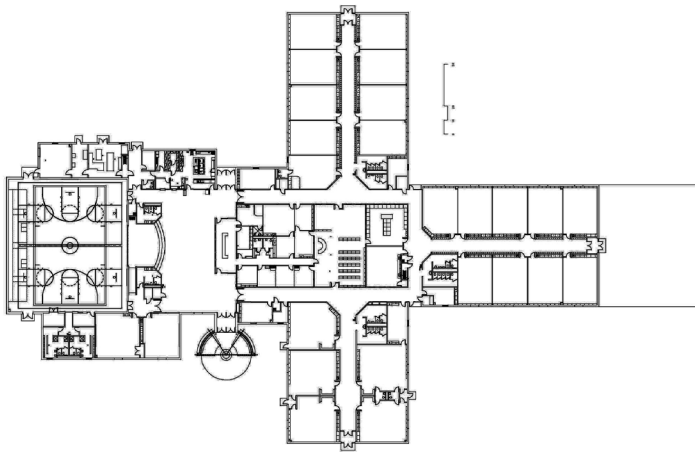


Why we selected this project for you:

- Failed bond referendum with another firm led them to look at other options
- District utilized a very unique lease purchase funding arrangement to finance new PreK-5 elementary school
- District is looking to establish a long range vision for educational excellence
- **Contact:** Melissa Polonicic, Superintendent; 402.359.2583

Wahoo Public Schools

Wahoo, NE | Owner: Wahoo Public Schools



Why we selected this project for you:

- Long time DLR Group client
- Face challenges of having a significant parochial school within the community
- Trusted district partnership
- **Contact:** Brandon Lavaley, Superintendent; 402.443.4332 | blavaley@wahoowarriors.org

Holdrege Public Schools

Holdrege, NE | Owner: Holdrege Public Schools



Why we selected this project for you:

- Assisted district to gain community consensus after a failed bond referendum with another firm
- Help community to overcome the challenge of closing three existing elementary school to create a new single-site elementary school
- Significant operational cost savings
- **Contact:** Todd Hilyard, Superintendent; 308.995.8663 | todd.hilyard@dusters.org

Elkhorn Public Schools

Elkhorn, NE | Owner: Elkhorn Public Schools



Why we selected this project for you:

- Long time DLR Group client
- Help to balance the challenges of a fast-growing district and high-tax levy requirements
- Helped to establish district program equity between multiple elementary schools, middle schools, and high schools
- Trusted district partnership
- **Contact:** Dr. Bary Habrock, Superintendent; 402.289.2579 | bhabrock@epsne.org

Cost Control Strategies

With all of our K-12 clients, cost has always been a critical factor. We hold ourselves responsible to every client's budget parameters. More than meeting budgets, we make sure we get the maximum value (in learning, longevity, maintenance, and operations) for the dollar investment made in a new school building, working to make sure that a school's community sees that tax dollars have been spent responsibly and to everyone's benefit.

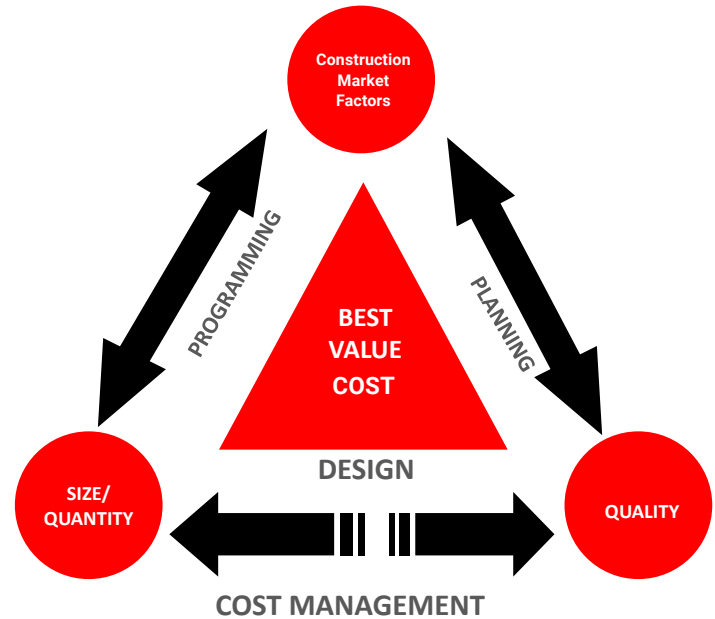
Cost Control in Pre-Design

Cost control methodologies are implemented right from the project start. We work with you to establish, confirm, and document clear project goals. By gaining complete agreement on the goals between all team members, we establish a process where everyone is working together to achieve the same results. Preliminary costing models during goal setting, and subsequent pre-design activities help ensure that the goals can be achieved within your budget parameters.

Cost Control in Design

As design progresses, we evaluate costs based upon ongoing real-world **cost data from the local K-12 construction market**. We provide them with accurate design information, which then allows us to generate detailed estimates. In addition, we work very closely with the our construction industry partners to take full advantage of their knowledge and expertise to maintain cost and schedule control. While these estimates are highly reliable, we perform our own additional review of each to ensure the utmost accuracy. Our team's review confirms that the estimate accounts for the entire design; includes a line-by-line item review for accuracy; management of any scope creep; and identifies opportunities for additional savings.

We've also noted in our experience that document quality has significant impact on cost control. Moving from design into construction documents, we work with the client to implement rigorous quality control methodologies. Our QC process is a fundamental part of our design process, as we describe in the following section. While all team members are experienced professionals who produce quality documents, these review processes improve systems integration and result in very high document quality.



Cost Control in Construction

We work with you, the client, to safeguard your budget through the construction phase. We partner with you and your selected general contractor to resolve unavoidable issues by seeking low-cost and no-cost options. When changes are unavoidable, we review carefully for adequate justification and back-up for pricing. We will document thoroughly to discourage any unjustifiable proposed change orders.

DLR Group has an outstanding track record of low construction change order rates. **On average, our clients have seen change order rates of less than 0.5% on new construction** and less than 2% on renovation / remodeling. We challenge our competitors to match this level of quality.

Minimizing Overages and Maximizing the Impact of Public School Construction Dollars

Tightening Scope. With real clarity about what really needs to be designed, creative energies can be focused on making the design more efficient.

Controlling Quality. Control Quality is about selecting the right systems and materials to the right functions, based on first and life-cycle costs.

Exploring Systems. Although preferences for systems can be long-established in a school system, sometimes the reasons for those preferences have become outdated or less critical. When cost is a factor, we recommend a re-exploration of selection criteria for major systems.

Quality Assurance / Quality Control

The value of DLR Group's integrated design expertise is expressed in the quality of our Construction Documents.

The quality processes implemented by DLR Group are in place to manage uncertainty and to ensure the production and delivery of quality Construction Documents. We believe in both Quality Assurance and Quality Control (QA/QC).

Our QA/QC process is an on-going systematic approach conducted by the projects teams and 3rd party reviewers during each project phase, not just prior to the bid phase. Utilizing a set of proprietary checklists, the QA/QC reviewer's goal is to minimize document deficiencies and maximize coordination between disciplines. We do this by evaluating design functionality, looking at technical conformance, reviewing detail constructability, and reviewing consultant coordination. Quality Control reviews for our design team is a mandatory practice.

SAMPLE QA/QC CHECKLISTS

QUALITY ASSURANCE / PREDESIGN

DLR Group

Project Name: _____
Project Number: _____

PHASE 1 - DISCOVERY

No.	Responsible Discipline	Task	Completed
1.	PM, AE	Define basic scope of work and overall project budget. Coordinate all project team members and all other key team.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
2.	PM	Describe scope of services based upon project goals and objectives. Coordinate all project team members and all other key team.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
3.	PM, AE	Identify essential project goals and objectives. Coordinate all project team members and all other key team.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
4.	PM	Obtain signed contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
5.	PM, AE	Initial meeting.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
6.	PM, AE	Site evaluation of potential site location, terrain, etc.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
7.	AE, CE	Site visit and photograph. Review project location and surrounding conditions.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.	AE, CE	Adopt and use various site development. Review site plan.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
9.	AE	Conduct all design and program and planning. Review project location.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
10.	AE	Obtain all necessary permits and approvals. Review project location.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
11.	PM, AE, CE	Obtain all necessary permits and approvals. Review project location.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
12.	PM, AE	Obtain all necessary permits and approvals. Review project location.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
13.	PM	Obtain all necessary permits and approvals. Review project location.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
14.	PM, CE, SE	Obtain all necessary permits and approvals. Review project location.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

QA Checklist 10.0
Jan 2008

Page 1 of 25

QUALITY ASSURANCE / PREDESIGN

DLR Group

Project Name: _____
Project Number: _____

PHASE 2 - CONFINING

No.	Responsible Discipline	Task	Completed
1.	AE	Develop preliminary floor and site plans/sections and other key items.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
2.	PM	Budget and cost verification.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
3.	PM	Update and coordination of project schedule and deliverables.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
4.	PM	Review and coordinate budget estimate and cost verification with owner.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
5.	PM	Finalize schedule of approach and materials.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
6.	PM	Obtain all necessary permits and approvals. Review project location.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
7.	PM	Obtain all necessary permits and approvals. Review project location.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.	PM	Obtain all necessary permits and approvals. Review project location.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
9.	PM	Obtain all necessary permits and approvals. Review project location.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
10.	PM	Obtain all necessary permits and approvals. Review project location.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

QA Checklist 10.0
Jan 2008

Page 1 of 25

QUALITY ASSURANCE / PREDESIGN

DLR Group

Project Name: _____
Project Number: _____

PHASE 3 - PROGRAMMING

No.	Responsible Discipline	Task	Completed
1.	PM, AE	Develop preliminary floor and site plans/sections and other key items.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
2.	AE, CE	Develop preliminary floor and site plans/sections and other key items.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
3.	AE, CE	Develop preliminary floor and site plans/sections and other key items.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
4.	AE, CE	Develop preliminary floor and site plans/sections and other key items.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
5.	CE, PM	Develop preliminary floor and site plans/sections and other key items.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
6.	AE, CE	Develop preliminary floor and site plans/sections and other key items.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
7.	AE, CE, SE	Develop preliminary floor and site plans/sections and other key items.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.	AE, CE, SE	Develop preliminary floor and site plans/sections and other key items.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
9.	PM, AE, CE	Develop preliminary floor and site plans/sections and other key items.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
10.	PM, CE	Develop preliminary floor and site plans/sections and other key items.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
11.	PM, CE	Develop preliminary floor and site plans/sections and other key items.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
12.	PM, CE	Develop preliminary floor and site plans/sections and other key items.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
13.	PM, CE	Develop preliminary floor and site plans/sections and other key items.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
14.	AE, CE	Develop preliminary floor and site plans/sections and other key items.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
15.	PM, CE	Develop preliminary floor and site plans/sections and other key items.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

QA Checklist 10.0
Jan 2008

Page 1 of 25

Quality Construction Documents = Competitive Bid Pricing

Our extensive K-12 project experience has given us real world / project evidence that proves that producing high quality construction documents does result in more competitive bidding results.

Our full-service integrated design process utilizing our in-house team of engineering professionals, has been acknowledged by our construction contractor and subcontractor partners as having a high level of technical coordination, which leaves no question for the contractor, subcontractor, or supplier when bidding a DLR Group project.

Result: Better value and fewer changes for our clients.



References

DLR Group prides ourselves on our ability to create **long-lasting relationships** with our clients. They can share with you our consistency and commitment to the success of their projects and the service we have provided.

Adams Central Public Schools | Hastings, NE

Shawn Scott, Superintendent;
shawn.scott@adams-central.org | 402.463.3285
Dave Johnson, School Board President;
dave.johnson@adams-central.org | 402.468.3294

Bennington Public Schools | Bennington, NE

Terry Haack, Superintendent;
thaack@bennps.org | 402.238.3044
Matthew Wickham, School Board Member;
medwickham1958@gmail.com | 402.238.9944

Columbus Public Schools | Columbus, NE

Troy Loeffelholz, Superintendent;
loeffelholz@discoverers.org | 402.563.7000
Theresa Seipel, School Board President;
seipelt@discoverers.org | 402.562.8193

Crete Public Schools | Crete, NE

Dr. Mike Waters, Superintendent;
mike.waters@creteschools.org | 402.826.5855
Kyle McGowan, Former Superintendent;
kyle.mcgowan6561@gmail.com | 402.826.5855
Bill Lorenz, School Board Member; 402.826.0457

Gretna Public Schools | Gretna, NE

Dr. Kevin Riley, Superintendent;
kriley@gpsne.org | 402.332.3265
Dave Gulizia, School Board Member;
dave@gulizia.omhcoxmail.com | 402.616.2657

Norris Public Schools | Norris, NE

John Skretta, Former Superintendent;
john.skretta@nsdtitans.org | 402.791.0007
Patty Bentzinger, School Board Member;
patty.bentzinger@nsdtitans.org | 402.440.4120

Springfield-Platteview Community Schools | Springfield, NE

Brett Richards, Superintendent;
brichards@springfieldplatteview.org | 402.592.1300
Melissa Hasty, Principal of Westmont Elementary School;
402.895.9602 | mhasty@springfieldplatteview.org

Wahoo Public Schools | Wahoo, NE

Brandon Lavaley, Superintendent;
blavaley@wahoowarriors.org | 402.443.4332
Rob Brigham, School Board Member;
rbrigham@jeo.com | 402.443.4661

Waverly School District 145 | Waverly, NE

Cory Worrell, Superintendent;
cory.worrell@district145.org
Dr. Bill Heimann, Former Superintendent
bheimann@esu1.org | 402.287.2061
Andy Grosshans, School Board Member;
akgrosshans@gmail.com | 402.786.2069

Westside Community Schools | Omaha, NE

Dawn Nizzi, Westside CAPS Program Director;
nizzi.dawn@westside66.net | 402.408.8447
Kris Karnes, School Board Member;
karnes.kris@westside66.net

Licensing

Licensing numbers for the State of Nebraska are listed with each proposed project team member's resume, located on pages 3 through 5 (when applicable).

Insurance Coverage

Commercial General Liability

Phoenix Insurance Company (Traveler's Ins Co)
- AM Best Rating of A++XV

((In CA – Travelers Property Casualty Company of America)

\$1,000,000 per occurrence/\$2,000,000 general aggregate

Personal and Advertising Injury Limit - \$1,000,000

Products/Completed Operations Aggregate - \$2,000,000

Automobile

Phoenix Insurance Company (Traveler's Ins Co)
- AM Best Rating of A++XV

A++XV Expires 10/01/19

(In CA – carrier is Travelers Property Casualty Company of America)

\$1,000,000 Combined Single Limit – each accident for scheduled auto's, owned, hired, and non-owned autos.

Employer's Liability

Travelers Property Casualty Company of America - AM Best Rating of A+ XV Expires 10/01/19

Employers Liability - \$1,000,000 each accident;

\$1,000,000 each employee/by disease;

\$1,000,000 policy limit/by disease.

Professional Liability

United Specialty – AM Best Rating of A VIII Expires 10/01/19

\$3,000,000 Each Claim/\$3,000,000 Aggregate

\$5,000,000 Each Claim/\$5,000,000 Aggregate

\$25,000.00 deductible, per claim

NO Blanket Additional Insured & Waiver of Subrogation for P.L. coverage

Worker's Compensation

Traveler's Indemnity Company Expires 10/01/19

WC - Standard coverages include minimum statutory requirements by state.

Umbrella Coverage

Traveler's Property Casualty Co. of America – AM Best Rating of A+XV Expires 10/01/19

Umbrella coverage provides excess coverage over Commercial General Liability, Auto, and Employer's Liability insurance.

NO UMBRELLA coverage over Professional Liability coverage.

COIs can be furnished on request or project award.

Primary & Secondary Contacts

1. Patrick Phelan

DLR Group
Client Leader
pphelan@dlrgroup.com
402.981.7683



2. Cody Hillen

DLR Group
Educational Facility Designer
chillen@dlrgroup.com
402.972.4061



Legal History

DLR Group is named in a pending action by the Minden School District. The claim arises from a connection to an undersized municipal storm sewer system that was designed by another engineering firm and from improper site grading that did not comply with the construction documents. DLR Group contends that its design work was not negligent and not the cause of the costs required to reroute the storm sewer or rectify the deficient grading.

This claim is the only issue that DLR Group, Nebraska, has had in the last 10 years.

Proposed Fee

DLR Group's commitment to fiscal responsibility has been established by our history and transparent process of illustrating comprehensive budgets with fixed fee compensation. Our firm is prepared to develop a comprehensive professional service and compensation arrangement fully responsive to the needs of the Arlington Public Schools.

- **Facility Planning Services:** **Hourly not to exceed \$12,000**

Building Assessment Services: Includes our integrated team of architects and engineers visiting each of your District facilities to perform a comprehensive existing facility assessment including major building systems through site components. We will also compare and evaluate work previously completed by the school district staff for each facility and integrate where into the final assessment.

Program Assistance & Planning Services: Includes defining programming needs, develop conceptual site & floor plans, provide conceptual and schematic estimates as a decision guide, comprehensive budgets, support and documentation for Board of Education review and approval.

Community Engagement & Consensus Building: Facilitate involvement of community patrons in the Facility Master Planning Services to ensure community input and buy-in to the facility needs, proposed solutions, and anticipated costs.

- **Average Composite Hourly Rate** for all staff to be involved in the pre-bond planning & referendum assistance is **\$125 per hour**.

The duration of the proposed Facility Planning Services would be 18 months from the date of notice to proceed. Any future planning services would be negotiated in a similar fashion at the time of requested services.

- **Reimbursable Expenses** related to the Facility Planning Services shall not exceed \$2,000.

Architectural & Engineering Services

- **Architectural & Engineering Services**

Contract terms can be defined in specific response to services requested by the Arlington Public Schools. The basic services compensation is inclusive of the following services:

- Architecture
- Interior Design
- Civil Engineering
- Mechanical Engineering
- Electrical Engineering
- Structural Engineering
- Fire Protection Systems
- Data & Technology Systems
- Construction Administration Services (includes bi-weekly on-site observation)

A stipulated fixed fee amount would be determined upon approval of design development documents, based upon **5.95% of the approved design development budget cost of construction**. Percentage to be negotiated once the project scope is established. Renovation fee percentage is typically higher than that for additions or new construction.

- **Reimbursable Expenses** in addition to basic service compensation, which are incurred by the Architect directly related to the projects not to exceed amount to be negotiated once final project scope is determined are as follows:

- Transportation / trip charges
- Printing, reproductions, plots, standard form documents (contract document printing costs to be paid by owner directly to printers).

Topographic survey, geotechnical investigation, specialty consults, and building commissioning services if required, would be contracted and compensated by the school district.

AIA[®] Document B103[™] – 2017

Standard Form of Agreement Between Owner and Architect for a Complex Project

AGREEMENT made as of the 7 day of February in the year 2019
(In words, indicate day, month and year.)

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

Arlington Public Schools
Attn: Lynn Johnson, Superintendent
P.O. Box 580
Arlington, NE 68002

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

DLR Group, inc. (a Nebraska corporation)
6457 Frances Street, Suite 200
Omaha, NE
402.393.4100

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

Master Planning & Miscellaneous Services
for Arlington Public Schools

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.

The Owner and Architect agree as follows.

Init.

AIA Document B103[™] – 2017. Copyright © 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 13:58:44 ET on 01/29/2019 under Order No.0563223301 which expires on 04/26/2019, and is not for resale.
User Notes:

(808806981)

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

/

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract.)

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Cost Consultant:

Init.

/

.2 Scheduling Consultant:

.3 Geotechnical Engineer:

.4 Civil Engineer:

.5 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Init.

/

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.12.2 Consultants retained under Supplemental Services:

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 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 Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

Init.

/

§ 2.4 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 Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

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

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) combined single limit for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 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 or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

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

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 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, and shall not be responsible for, the accuracy, completeness, and timeliness of, 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.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Owner and the Scheduling Consultant's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner and Scheduling Consultant, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 Upon the Owner's reasonable request, the Architect shall submit information to the Scheduling Consultant and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Cost Consultant's estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Cost Consultant's estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Construction Documents.

§ 3.4.5 Upon receipt of the Cost Consultant's estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

Init.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming (B202)	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning (B203)	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design (B252)	Not Provided
§ 4.1.1.11 Value analysis (B204)	Architect
§ 4.1.1.12 Cost estimating	Not Provided
§ 4.1.1.13 On-site project representation (B207)	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services (B210)	Not Provided

Init.

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning (B206)	Not Provided
§ 4.1.1.23 Commissioning (C203)	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3 (E204)	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation (B205)	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design (B253)	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided
§ 4.1.1.31 LEED Certification (B214)	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents (identified in parentheses above) that can be included as an exhibit to describe the Architect's Supplemental Services.)

As-constructed record drawings. These drawings are a consolidation of the Record of the Work As-constructed prepared by the contractor and the As-designed record drawings prepared by the Architect. The Architect is entitled to rely on, and shall not be responsible for, the accuracy or completeness of Record of the Work As-constructed prepared by the contractor.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services 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 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, 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 Additional Services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's

Init.

- schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
 - .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
 - .4 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;
 - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
 - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .9 Evaluation of the qualifications of entities providing bids or proposals;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
 - .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 () visits to the site by the Architect during construction
- .3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 () inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall furnish the services of a Scheduling Consultant that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. The Owner shall furnish the services of a Cost Consultant that shall be responsible for preparing all estimates of the Cost of the Work. 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.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. 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.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.9 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 furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, 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 Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 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.

§ 5.11 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.

§ 5.12 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.

§ 5.13 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Cost Consultant to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Cost Consultant prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Cost Consultant's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Cost Consultant's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Cost Consultant's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Cost Consultant, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

Init.

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, 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.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. This waiver is applicable to any and all damages for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or the services of such persons, in connection with any claims arising out of or relating to this Agreement, whether in contract or tort, and whether such damages are alleged to be direct, indirect, incidental, special, consequential or otherwise direct or indirect damage).

§ 8.1.5 **Design Contingency Reserve.** The Standard of Care requires the Architect perform its services consistent with the professional skill and care provide by architects practicing in the same or similar locality under the same or similar circumstances. The Standard of Care does not require perfection, and the Architect does not guarantee or warrant perfection. The Architect is only liable for the failure to perform in accordance with the Standard of Care. Some errors and omissions may occur without a breach of the Standard of Care, and the Architect is not responsible for errors or omissions that do not constitute a breach of the Standard of Care. The Owner shall establish a design contingency reserve in an amount equal to three percent (3%) of the Cost of the Work and shall neither have nor make any claim for breach of the Standard of Care to the extent that the cumulative total of errors and omissions constituting a breach of the Standard of Care do not exceed that design contingency reserve.

§ 8.1.6 **Betterment.** In no event shall the Architect be liable to the extent that damages constitute first costs or betterment. First costs or betterment are costs that the Owner would have incurred if an error or omission had not been made.

Betterment also results to the extent that errors or omissions are remedied with a more expensive alternative design, higher quality materials, or with repairs that increase useful life.

§ 8.1.7 **Disputed Supplemental or Additional Services.** To the extent that the Owner authorizes the Architect to proceed with Supplemental or Additional Services, but in that authorization disputes the characterization of these services as supplemental or additional, the compensation adjustment and/or the schedule adjustment, the Owner shall pay the undisputed portions of the compensation adjustment requested by the Architect and 50% of the disputed compensation adjustment requested, with Owner and Architect reserving their rights to resolve the differences pursuant to the dispute resolution procedures of this Agreement.

§ 8.1.8 **Limitation of Liability.** The Architect's cumulative total liability for claims arising from or relating to this Agreement shall not exceed one million dollars (\$1,000,000).

§ 8.1.9 Direct Negotiation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to a written request to seek to resolve such through direct negotiation at a meeting of the senior management of the Owner and the Architect as a condition precedent to mediation. The parties shall endeavor to schedule a meeting within two weeks of such request.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 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 Agreement. A request for mediation shall be made in writing, delivered to the other party to this 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. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 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.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction
(Paragraphs deleted)

§ 8.2.5 Waiver of Jury Trial. The Owner and Architect each waive any right to trial by jury for any claims or causes of action against the other and arising out of or related to this Agreement.

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

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

Init.

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

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

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

.1 Termination Fee:

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

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

Init.

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

§ 10.6 Unless otherwise required in this 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 Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project 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 Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information 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 invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)
- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

Init.

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

(Describe whether Supplemental Services are to be included in the compensation for the Architect's Basic Services, or is based on a stipulated sum, percentage basis, or hourly billing rates per § 11.7.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly billing rates per § 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Procurement Phase	percent (%)
Construction Phase	percent (%)
Total Basic Compensation	one hundred percent (100 %)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

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

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted 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.)

See attached Exhibit of Hourly Billing Rates

§ 11.8 Compensation for Reimbursable Expenses

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

Init.

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

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

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

1 % one percent monthly

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

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

Init.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B103™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

DLR Group Hourly Billing Rates

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for AIA® Document B103™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:58:44 ET on 01/29/2019.

PAGE 1

AGREEMENT made as of the 7 day of February in the year 2019

...

Arlington Public Schools
Attn: Lynn Johnson, Superintendent
P.O. Box 580
Arlington, NE 68002

...

DLR Group, inc. (a Nebraska corporation)
6457 Frances Street, Suite 200
Omaha, NE
402.393.4100

...

Master Planning & Miscellaneous Services
for Arlington Public Schools

PAGE 6

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

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$—) per accident One Million Dollars (\$ 1,000,000)~~ combined single limit for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

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

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and ~~(\$—) Three Million Dollars (\$3,000,000)~~ in the aggregate.

PAGE 12

§ 4.1.1.1 Programming (B202)	<u>Architect</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Architect</u>

Additions and Deletions Report for AIA Document B103™ – 2017. Copyright © 2007 and 2017 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 13:58:44 ET on 01/29/2019 under Order No.0563223301 which expires on 04/26/2019, and is not for resale.
User Notes: (808806981)

§ 4.1.1.3	Measured drawings	<u>Not Provided</u>
§ 4.1.1.4	Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5	Site evaluation and planning (B203)	<u>Not Provided</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Architect</u>
§ 4.1.1.9	Landscape design	<u>Architect</u>
§ 4.1.1.10	Architectural interior design (B252)	<u>Not Provided</u>
§ 4.1.1.11	Value analysis (B204)	<u>Architect</u>
§ 4.1.1.12	Cost estimating	<u>Not Provided</u>
§ 4.1.1.13	On-site project representation (B207)	<u>Not Provided</u>
§ 4.1.1.14	Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15	As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18	Facility support services (B210)	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21	Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.22	Security evaluation and planning (B206)	<u>Not Provided</u>
§ 4.1.1.23	Commissioning (C203)	<u>Not Provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3 (E204)	<u>Not Provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.25 – § 4.1.1.27	Historic preservation (B205)	<u>Not Provided</u>
§ 4.1.1.26 – § 4.1.1.28	Furniture, furnishings, and equipment design (B253)	<u>Not Provided</u>
§ 4.1.1.27 – § 4.1.1.29	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.28 – § 4.1.1.30	Other Supplemental Services	<u>Not Provided</u>
§ 4.1.1.31	LEED Certification (B214)	<u>Not Provided</u>

PAGE 13

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents (identified in parentheses above) that can be included as an exhibit to describe the Architect's Supplemental Services.)

As-constructed record drawings. These drawings are a consolidation of the Record of the Work As-constructed prepared by the contractor and the As-designed record drawings prepared by the Architect. The Architect is entitled to rely on, and shall not be responsible for, the accuracy or completeness of Record of the Work As-constructed prepared by the contractor.

PAGE 18

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. This

waiver is applicable to any and all damages for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or the services of such persons, in connection with any claims arising out of or relating to this Agreement, whether in contract or tort, and whether such damages are alleged to be direct, indirect, incidental, special, consequential or otherwise direct or indirect damage).

§ 8.1.5 Design Contingency Reserve. The Standard of Care requires the Architect perform its services consistent with the professional skill and care provide by architects practicing in the same or similar locality under the same or similar circumstances. The Standard of Care does not require perfection, and the Architect does not guarantee or warrant perfection. The Architect is only liable for the failure to perform in accordance with the Standard of Care. Some errors and omissions may occur without a breach of the Standard of Care, and the Architect is not responsible for errors or omissions that do not constitute a breach of the Standard of Care. The Owner shall establish a design contingency reserve in an amount equal to three percent (3%) of the Cost of the Work and shall neither have nor make any claim for breach of the Standard of Care to the extent that the cumulative total of errors and omissions constituting a breach of the Standard of Care do not exceed that design contingency reserve.

8.1.6 Betterment. In no event shall the Architect be liable to the extent that damages constitute first costs or betterment. First costs or betterment are costs that the Owner would have incurred if an error or omission had not been made. Betterment also results to the extent that errors or omissions are remedied with a more expensive alternative design, higher quality materials, or with repairs that increase useful life.

§ 8.1.7 Disputed Supplemental or Additional Services. To the extent that the Owner authorizes the Architect to proceed with Supplemental or Additional Services, but in that authorization disputes the characterization of these services as supplemental or additional, the compensation adjustment and/or the schedule adjustment, the Owner shall pay the undisputed portions of the compensation adjustment requested by the Architect and 50% of the disputed compensation adjustment requested, with Owner and Architect reserving their rights to resolve the differences pursuant to the dispute resolution procedures of this Agreement.

§ 8.1.8 Limitation of Liability. The Architect's cumulative total liability for claims arising from or relating to this Agreement shall not exceed one million dollars (\$1,000,000).

§ 8.1.9 Direct Negotiation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to a written request to seek to resolve such through direct negotiation at a meeting of the senior management of the Owner and the Architect as a condition precedent to mediation. The parties shall endeavor to schedule a meeting within two weeks of such request.

PAGE 19

☐ — Arbitration pursuant to Section 8.3 of this Agreement

☐ — ☒ Litigation in a court of competent jurisdiction

☐ — Other: *(Specify)*

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

§ 8.2.5 Waiver of Jury Trial. The Owner and Architect each waive any right to trial by jury for any claims or causes of action against the other and arising out of or related to this Agreement.

§ 8.3 ArbitrationThe provisions of this Article 8 shall survive the termination of this Agreement.

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

date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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

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

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

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

PAGE 22

(Describe whether Supplemental Services are to be included in the compensation for the Architect's Basic Services, or is based on a stipulated sum, percentage basis, or hourly billing rates per § 11.7.)

...

Hourly billing rates per § 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (%), 15%, or as follows:

...

See attached Exhibit of Hourly Billing Rates

Employee or Category

Rate (\$0.00)

PAGE 23

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

...

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

...

1 % one percent monthly

PAGE 24

DLR Group Hourly Billing Rates

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:58:44 ET on 01/29/2019 under Order No. 0563223301 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B103™ – 2017, Standard Form of Agreement Between Owner and Architect for a Complex Project, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Community Engagement Facilitator | Consensus Building Project Leader
(Title)

January 7, 2019
(Dated)



DLR Group

Architecture Engineering Planning Interiors

DLR Group
6457 Frances Street, Suite 200
Omaha, NE 68106
402.393.4100

listen.DESIGN.deliver

Soaring

to Excellence



Arlington Public Schools
Request for Qualifications for Master Planning
and Miscellaneous Services
2.7.19

SCHEMMER
Design with Purpose. Build with Confidence.

EXPERIENCE AND QUALIFICATIONS

A. The name of the firm and location of all its offices, specifically indicating the principal place of business.

Schemmer

Corporate Headquarters
1044 North 115th Street, Suite 300
Omaha, NE 68154

Five additional offices are located in Lincoln, Nebraska; Council Bluffs and Des Moines, Iowa; and Oklahoma City and Tulsa, Oklahoma.

B. A brief history of the firm and the range of services offered.

Design with Purpose. Build with Confidence. There is no rule - unwritten or otherwise - that says the creation of something that is **unique, yet functional**, need be problematic and stressful. Which is why the men and women of Schemmer take the opposite tact, infusing the design and construction process with a **collaborative spirit** that forges a unified **sense of purpose and confidence** among all involved. It begins with designing a project that meets our client's goals before a single shovel of dirt is turned over, and doesn't end until what's been put to paper is included in the final build. So when you engage the Schemmer team, know that we'll **work harder and smarter for you**, so when all is said and done, your vision has become a reality.

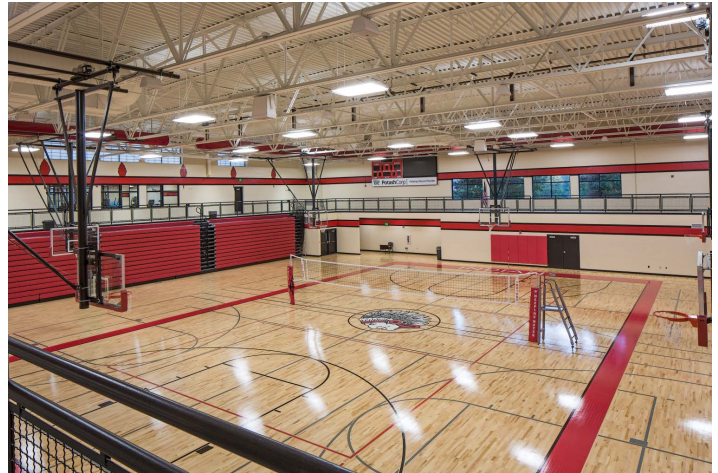
Schemmer is a full-service architecture, engineering and construction field services consultant, providing **responsible solutions for complex design and construction-related challenges**. Founded in 1959, we are grounded in our past but remain fully committed to the future. Located in three states and six offices throughout the Midwest, Schemmer is providing services to clients from coast-to-coast and border-to-border across the United States.

K-12 DESIGN PHILOSOPHY

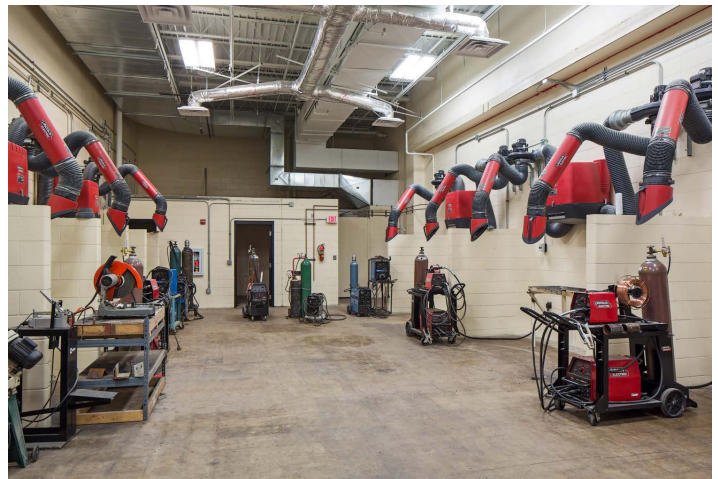
At Schemmer, we pride ourselves on quality and providing solutions that are driven by the needs and expectations of our K-12 clients. Our design philosophy is:

Schooled in Effective Design. We know school design. Over the past four decades, Schemmer has successfully provided planning and design for more than 80 K-12 schools. Our knowledge goes beyond experience. Our team keeps up with the latest trends to ensure we are designing facilities that meet today's educational needs. We understand educational buildings need to be flexible in order to accommodate future change.

Passion For Quality Educational Design. Schemmer's K-12 team is passionate about school facility design. We believe that facility design is vital for student learning and achievement. This guiding philosophy is cultivated as we approach design solutions to meet each school's unique educational goals. Our team of experts creatively designs facilities and learning environments that are safe, comfortable, inspired and generate community pride.



Competition Gymnasium, Weeping Water Public Schools



Welding Lab, Weeping Water Public Schools

Owner/Community Engagement Process. Schemmer offers an owner-driven process to ensure that our clients are instrumental in design. We creatively engage communities, students and staff as part of our process. We draw on the inspiration derived from these school communities to deliver projects that are unique to each school's values, needs and expectations.

Team Player. We understand the complexities of school projects and believe it takes a strong team with open communication to be successful. Our priority is to create partnerships with our clients. Schemmer prides ourselves on being exceptional listeners and our process is rooted in the ability to effectively listen and creatively produce solutions that exceed client expectations.

Commitment. The Schemmer team is fully committed to our clients and overall educational design excellence. We dedicate the time and energy needed to ensure project success. When you select Schemmer as your design partner, you will have a trustworthy, collaborative and reliable design firm fully committed to your project.

EXPERIENCE AND QUALIFICATIONS

EDUCATION DESIGN SERVICES

- Programming
- Master Planning & Budgeting
- Referendum Planning
- Architecture Design
- Interior Design
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Technology Design
- Civil/Site Engineering
- Survey
- Geotechnical Engineering
- Materials Testing
- Construction Phase Services
- Transportation & Traffic Engineering
- Facility Assessments
- Feasibility Studies
- Code Analysis & ADA Studies
- Renovations & Facility Design
- Deferred Maintenance Design

FACILITY ASSESSMENT SERVICES

As facility assessment specialists, our design professionals balance the issues of feasibility, cost and aggressive schedules with the unique and diverse needs of our clients. Facility assessments also serve as the baseline for master plans, and become a living real-world tool for operation, maintenance and capital facility planning and budgeting.

Proprietary Software. In order to efficiently and effectively conduct a complete facility assessment, Schemmer has developed a proprietary facility assessment software program called **FACILITATE**, which is unique to our firm. This program enables our team to input data on-site and in real time, quickly compiling the information for analysis and reporting.

FACILITATE is a web-based program with a login access portal. Once logged in, our team has access to all data and analysis documentation concerning the assessment. The assessment is broken down by individual building and its systems (exterior, mechanical, electrical, interior), year it was built, gross square footage, current condition, recommendations, life expectancy, cost estimate and priority level.

Schemmer's software can quickly help our clients determine areas that require immediate attention, systems that are at the end of their life expectancies and the estimated cost of revitalization for each building. **FACILITATE** compiles all of the data into an easy-to-read summary report.

We understand that Arlington Public Schools is seeking assistance in short-term and long-term planning. Our expertise in facility assessments will be a great benefit to the District. Once we have completed the assessment, we will work closely with you to develop a master plan. This master plan will serve as a guide for short-term and long-term improvements.

C. The age of the firm, the total number of years of experience providing educational consulting services, as well as the average number of employees over the past five years.

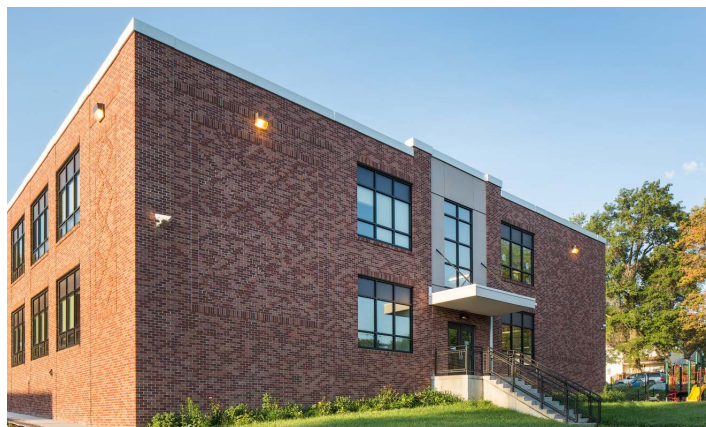
Schemmer is celebrating our 60th year in business in 2019. We are made up of two divisions, Architecture and Engineering. The Architecture Division includes architects, structural, mechanical and electrical engineers and construction administration staff. The Engineering Division includes site/civil, transportation, water/wastewater and geotechnical engineers, survey and field service

testing. The Architecture Division has been providing educational consulting services for over 40 years. Our average number of employees over the past five years for the entire company is 103. Following is a breakdown of our current Architecture Division staff:

Architecture Division	44
Architectural Staff	19
Structural Engineering Staff	7
Electrical Engineering Staff	5
Mechanical Engineering Staff	8
Construction Administration Staff	4
Technology Staff	2

D.1. The education, training, experience, licensing, and qualifications of members of the firm and key employees for these projects, including the individual's responsible for the completion of this project. Include an organization chart.

Our organization chart is shown on page 9 and resumes of key personnel are included on pages 10 to 15.



Classroom Addition, Weeping Water Public Schools



Family Consumer Science Classroom, Weeping Water Public Schools

D.2. How the firm intends to manage their partnership with Arlington Public Schools.

At Schemmer, we pride ourselves on listening to the needs of our clients, understanding their goals and delivering solutions that respect the demands of their budget. **Our partnership with you will be focused on strong communication, coordination and collaboration with the Arlington Public Schools stakeholders.**

Our approach to managing our partnership, as well as projects, is centered on the consistency of the core team of key personnel shown in this proposal (see pages 10-15). The team presented here will be involved through all stages of our partnership and projects. This approach ensures that there is continuity from beginning to end and information is not lost as projects progress. The team presented to you has already toured the facility and met with Superintendent Johnson and Lawrence Reed, Director of Buildings and Grounds.



Schemmer Team touring Arlington Public Schools Facility

Managing our partnership with Arlington Public Schools will include managing the District's budget as it pertains to potential projects. At Schemmer, we are extremely respectful of meeting our clients budgets. We work creatively with budgets to get the most out of project dollars. This involves working with you to balance the needs and wants of the project to produce a final program that meets a budget that the Arlington Public Schools community is comfortable with.

Getting the Most for Your Budget



Managing schedules will be an important component of managing our partnership with Arlington Public Schools. At Schemmer, we are extremely respectful of our clients time. We understand that the first priority in any school facility is the education of the students. Therefore, we are flexible and can accommodate meeting times that don't interfere with administrators and staff schedules. Additionally, as we work through the planning and design process, we will work with Arlington Public Schools to create a schedule of meetings, agendas and due dates in order to ensure project milestones and design submittals are met.

Arlington Public Schools Facility Website

As an added benefit to Arlington Public Schools, Schemmer proposes a website for documenting our work with the District. We feel this will be a valuable resource where we can constantly communicate the development of the project(s). This service will be provided by Schemmer at no additional cost to you. This site will be accessible either by using a password, or being open to the public. The following is a list of potential content that will keep all Arlington Public Schools stakeholders informed:

Home

The home page will contain general project information including project description, goals and site map.

Project Updates

This page will communicate updates and provide links to documentation contained on other pages of the website. The postings on this page will fall in chronological order and be a record of the timeline for all activities related to the project.

Schedule

This page will be used to communicate project schedule. It will list the dates for all scheduled meetings, as well as project submittal dates and construction schedule.

Meetings

Under this page, you will be able to access all meeting notes associated with the project. This will include a summary of the meeting and a list of action items identifying the responsible party and due date for outstanding tasks.

Design

This page will contain all content related to the design and planning of the project including, but not limited to: drawings, renderings, virtual reality walk-throughs, estimates, product descriptions and project submittals.

FAQ

Schemmer will compile a list of frequently asked questions with answers on this page. We can update this page as the project develops, adding additional questions and answers as they arise.

Contact Us

This page will have Schemmer's contact information as well as a form to submit questions.

The Schemmer team is excited for the opportunity to create a long-lasting partnership with Arlington Public Schools.

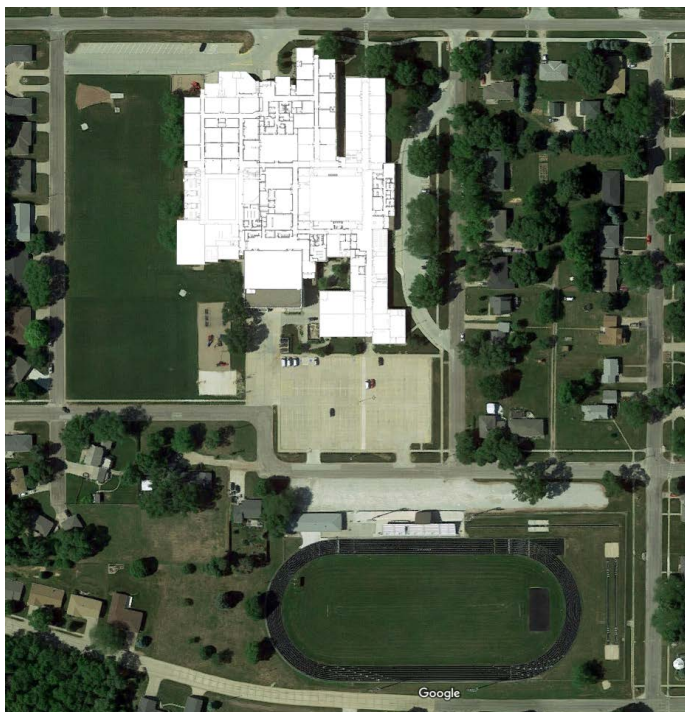
EXPERIENCE AND QUALIFICATIONS

D.3. The experience, qualifications, and expertise of the firm with these types of projects generally and for school districts specifically. Reflect project approach, community relations, innovative ideas, technical capabilities, project experience, and ability to perform the services as reflected by workload and having adequate personnel, equipment, and facilities. The plan should also clearly identify how the firm will determine the best delivery method for any recommended construction.

Schemmer's team of professionals has provided renovation/addition services for more than 80 K-12 facilities. See staff resumes and project experience pages for more detailed information on experience and qualifications (pages 10-20).

Project Approach

Schemmer will approach the design process with creative vision and be fully committed to functional design that provides the Arlington students with the best facility improvements possible to fit the project budget. We believe the first step in the design process is to unite all stakeholders with a common understanding of project goals. We pride ourselves on being exceptional listeners and our process is rooted in the ability to effectively listen and creatively produce solutions that are functional to your project.



Master Planning, Programming and Conceptual Design

After Schemmer has conducted the facility assessment of Arlington Public Schools, we will work with you to analyze the data and prioritize deficiencies along with the facility needs that have already been determined. We understand there is a list of needs that have already been developed including: Parking Expansion, Safety and Security Upgrades, a Designated Wrestling Room, Fine Arts Auditorium, Additional Classrooms, Kitchen Improvements and Locker Room updates. During this phase we will work with Arlington Public Schools to develop a Master Plan

for future projects, develop conceptual plans and renderings to communicate design and provide estimates for the various projects.

Our Master Planning process will consist of:

- Establishing the functional needs, desired configurations and fixed/moveable equipment requirements
- Understanding functional spaces and their size and incorporating elements of form (three-dimensional characteristics of the project)
- Comprehending the economic dynamics of the project monies available and the level of quality that matches the dollars available
- Working with the element of time

We will apply a process of logic where we first listen, then facilitate goal-setting of each consideration above and gather all available facts that support those goals. Our goal during this phase is to provide a program solution that fosters student learning and achievement.

After Master Planning, any project thereafter will follow the typical design phase process including Schematic Design, Design Development, Construction Documentation and Construction Administration.

Schematic Design

During this phase, Schemmer will develop the site plans to show all exterior improvements including additions, drives, parking lots, sidewalks, fencing, phasing, site control, athletic fields and landscaping. Floor plans will be further developed to show all walls, windows, doors, circulation and interior spaces required for a complete design. We will develop interior and exterior elevations as well as 3D imagery depicting building aesthetics and character. Schemmer will review laws, codes and applicable regulations. We meet early with code authorities to ensure the preliminary design is meeting these codes and regulations. We will provide evaluation of the program, schedule and budget. Our team will also review the value of alternate materials, building systems and equipment.

Design Development

Once Schematic Design is approved by the Board of Education, Schemmer will begin Design Development. During this phase we will continue to review the design with the Arlington Public Schools and further develop the design by adding detail to the plans and outline specifications to define the project's major materials and systems. Allocating site staging space for laydown and circulation of the contractor will also be evaluated. During design development, we will review the design with all code authorities and other agencies having jurisdiction.

Construction Documentation Phase

This phase completes the construction drawings, specifications and bidding documents with the benefit of Schemmer's construction administration group reviewing design detailing and constructability before the project goes out to bid. Our team will work closely with the District to incorporate the bidding requirements and general conditions into the construction documents package.

EXPERIENCE AND QUALIFICATIONS

Construction Administration

Construction processes are complex and maintaining quality is vital. Our construction administration process has proven invaluable to clients. Our professionals offer you:

- In-depth experience in construction techniques and management
- Enhanced communication with clients and contractors
- Scheduled on-site project observation throughout the construction process
- Advise and consult with the District during the construction phase

Schemmer's extensive experience on school construction sites and the diligence of our construction administration group will greatly benefit Arlington Public Schools projects. Through continual communication and progress updates, we can resolve safety and construction activity issues in the scheduled construction meetings before they can become an issue on site.

Community Relations

Schemmer will engage the Arlington Public School community through open communication and collaboration throughout the design process. We view ourselves as part of the larger project team and enjoy working side-by-side with other hardworking individuals.



Arlington Public Schools Committee Relations

We understand that the District has already engaged the larger community through a facility planning workshop to identify preliminary facility needs. Schemmer will utilize these findings to work with Arlington Public Schools Committee to move forward with planning and potential projects.

Over a series of meetings, we will engage the Arlington Public Schools Committee with a variety of activities that will ultimately lead the group to a common consensus for the design and planning of all future facility improvements. Activities will include creative brainstorming, building tours and design charrettes. Once the committee has fully vetted all ideas, Schemmer will develop design concepts for review. We will work with Arlington Public Schools to vet these concepts, ultimately arriving at a master plan concept to move forward with.

Schemmer will also utilize technology to engage the Arlington Public Schools Committee. We find that, while two-dimensional drawings communicate building relationships and adjacencies, they do a poor job of helping our clients visualize three-dimensional (3D) space. Therefore, we will engage the you through 3D realism. Early in the process, we will utilize 3D site

fly-throughs to help the committee understand contextual relationships of the larger site along with any site improvements and/or building additions. As design evolves, we will utilize 3D panoramic as well as virtual reality tours in order for stakeholders to fully understand facility improvements. Schemmer's technological capabilities will greatly benefit the Committee, ultimately enabling better communication and understanding of the project as it evolves.

Arlington Community Relations

Schemmer can also engage the larger Arlington community. Schemmer is experienced with hosting large community meetings that allow patrons to vet ideas publicly. Engaging the larger community emphasizes the importance of ownership they have in the school. We find that at these larger meetings, breaking down the large group into smaller groups aid in this conversation, providing those overwhelmed by a large group an opportunity to speak.

Additionally, direct neighbors typically have concerns on how construction will impact their day-to-day lives. Schemmer can help communicate the design and engage those neighbors in a way that will effectively mitigate their concerns.

Arlington Public Schools Student Engagement

As the District's partner, we offer student engagement opportunities at no cost to you. At Schemmer, our professionals are excited to volunteer their time to educate students in the architecture and engineering professions. Our team has engaged students in many ways including career fairs, student legacy projects, presentations and student design projects. We will work with you to determine what type of activities would be most beneficial for the Arlington students.



Technical Capabilities

Schemmer utilizes the benefits of BIM to effectively communicate design during the process. We provide our clients deliverables that not only enable the client to see 3D realism, but help the entire design team better communicate, understand and manage the project as it evolves. We will utilize 3D panoramic as well as virtual reality tours during the design process in order for all stakeholders to fully understand the design of the project.

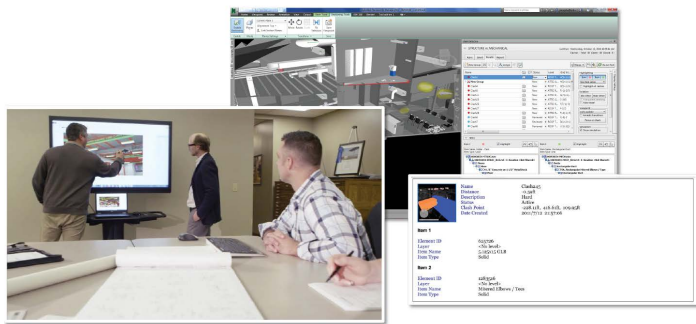
As the design progresses the Revit model becomes a building systems conflict resolution resource. This is a very powerful quality assurance tool. Potential physical conflicts of building systems and elements are visualized by the team in a 3D environment for resolution far ahead of any real world work being constructed. This is especially important for renovation and

EXPERIENCE AND QUALIFICATIONS

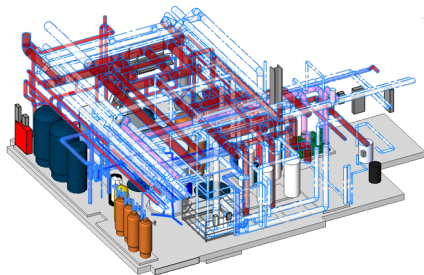
addition projects. We will model the existing and new conditions and execute clash detections in the 3D model to ensure building elements do not conflict with one another.

As a full-service engineering and architecture firm, Schemmer uses all flavors of Revit in-house. We share models every day and our workflow is streamlined by team members being able to quickly coordinate as issues arise.

Additionally, we have recently added digital scanning to our standard services. With laser scanners, Schemmer uses point cloud technology to create extremely accurate complete 3D models of existing construction. This is an invaluable resource for complex assemblies such as mechanical/electrical utility rooms.



Having an accurate, measurable point cloud of these types of spaces will be extremely valuable to the designers as they look at reconfiguring spaces and/or additions to the Arlington facility. While incorporating new elements into existing buildings can be challenging, Schemmer's thorough site investigation process enables us to accurately and efficiently integrate new and existing conditions.



Revit Model Derived from Point Cloud Scan of Equipment Room



Point Cloud Scan of Existing Equipment Room

Workload

Schemmer currently has the capacity and resources available to meet the requirements for the Arlington Public Schools and we can begin right-away. Our short- and long-term forecasts show an abundance of resources available.

Phasing and Project Delivery Methods

We understand that the district, at this time, plans to break up any potential improvements into smaller projects that can be funded with the District's General Building Fund rather than fund a large project with a Bond Referendum. Schemmer has a long history of working with school districts to phase and implement projects as their budget allows. Once we have worked with Arlington Public Schools to develop a master plan for short-term and long-term planning, we will establish budgets and associated costs that will help to identify individual project scopes and timelines.

Additionally, when identifying project phasing, we will work with you to identify how projects will affect Arlington's occupied site. Schemmer has extensive experience in designing projects where our education clients have occupied their existing site throughout the construction of the project. As we design each project, Schemmer will create detailed phasing plans and specifications that will clearly identify the contractor's construction's limits and phasing. The plan will clearly indicate all construction activities, as identified in the project construction schedule, and where the contractors work will be focused in the different phases of construction by dates specified. The plan will take into account that change will happen and will be flexible enough to accommodate modifications. Planning for site access by all users and contractors is critical and will include: safety/security, student/staff/visitor access, construction access, utilities/services, and construction timing.

Schemmer has successfully executed design documents required for construction on Design-Bid-Build, Construction Manager at Risk (CMR), and Design-Build project delivery methods. Our knowledge and diligence, along with our experienced construction administration group, have resulted in all of these projects being awarded and completed on schedule. We will work with Arlington Public Schools to determine which project delivery method will be most advantageous for each project. We typically find that the design-bid-build method gives our clients the best value and at this point, we believe this is the delivery that will best serve Arlington Public Schools. The Schemmer team, no matter the project delivery method, will diligently work in collaboration with all stakeholders during all phases of the project (Pre-Construction, Bidding and Award, Construction and Contract Administration).

D.4. Examples of similar projects your firm has provided for other school districts. Please include information on change order rates on remodel, addition, and new projects. Inclusive of change orders as a result of errors and omissions and owner controlled change of scope. Skill and attention to detail during the design phase.

Individual project descriptions and all additional information required are included on pages 16-20

EXPERIENCE AND QUALIFICATIONS

D.5. Indicate all firms or individuals the firm anticipates to utilize to provide engineering, architectural, interior design, acoustic engineering, lighting design, civil design, and any other services required.

As a full-service firm, Schemmer has assembled an in-house team capable of providing excellent service to Arlington Public Schools. See resumes on pages 10-15 for additional information.

E. Please provide at least three (3) educational project references similar to the assistance Arlington Public Schools is seeking.

Dr. Kenneth Heinz, Superintendent

Weeping Water Public Schools

P.O. Box 206

Weeping Water, NE 68463

402.267.2445

kheinz@weepingwaterps.org

Cassie Schmidt, Principal

Gilder Elementary School

3705 Chandler Road W

Bellevue, NE 68147

402.734.7334

cassandra.schmidt@ops.org

Nanette Beller, Principal

Columbian Elementary School

330 South 127th Street

Omaha, NE 68154

402.697.1433

Nanette.Beller@ops.org

F. Indicate the present level of professional liability insurance coverage for the firm.

The present level of Schemmer's typical professional liability insurance coverage is \$3,000,000 per occurrence and aggregate.

G. Personnel accessibility of the firm to the school district. Who would be our primary and secondary contacts?

At Schemmer, transparent and open communication with clients is our top priority. The Schemmer team will be fully accessible to Arlington Public Schools personnel. We will work with your schedule to set up meetings to ensure all stakeholders can participate. We are always available by phone or email as well. A repeat testimonial we receive from our clients is our responsiveness. We pride ourselves on our ability to actively listen and communicate to our clients. Molly Macklin, AIA, will be the primary contact for Arlington Public Schools. Terry Wood, AIA, will be the secondary contact.

H. Describe any litigation, arbitration, or other alternative dispute resolution proceedings the firm has been involved in with an owner within the past ten (10) years.

Schemmer filed suit for breach of contract against the Owner of a partially completed automated, refrigerated warehouse. We are owed significant amounts for unpaid design and construction phase fees, and many of the contractors involved in construction

have likewise filed suits. The Owner is attempting to refinance the project to resume construction.

I. List and describe any civil or legal actions taken by any regulatory agency against the firm or its agents or employees with respect to any work performed.

None

J. Provide any other pertinent information regarding qualifications and performance data relevant to the school district.

Please refer to client testimonials below.

*Schemmer's team was **eager to listen to our concerns, as well as find out the "story" of our community.** Schemmer realized the importance of tying in our building's history with new design.*

*The Schemmer team has requested our input 100% throughout the project and it has truly been an outstanding experience. **I highly recommend Schemmer for any group looking for an exceptional experience, beautiful and brilliant design and world-class professionalism.***

- Cassie Schmidt, Principal | Gilder Elementary School

*"It was such a **fun and amazing experience working with Schemmer** while designing the NEW Columbian Elementary! Their **professionalism, communication and creativity exceeded our expectations.** Customer service is definitely one of their greatest strengths. The staff, students, parents and I always looked forward to our meetings together. Thank you, Schemmer!!"*

- Nanette Beller, Principal | Columbian Elementary School

*"The **Schemmer team was AMAZING!** They **sought and valued our input,** and they **presented great ideas** for us to consider. We are extremely thankful for their commitment to excellence."*

- Bob Holzapfel, Principal | Indian Hill Elementary School

*"The State of Nebraska has received excellent architectural and engineering services from Schemmer on numerous projects, large and small. Their **attention to detail** and their **open lines of communication** are excellent qualities, but perhaps **their best quality is their follow through: they do what they say and when they say they're going to do it.**"*

- Fred Zarate, AIA | State of Nebraska Building Division

EXPERIENCE AND QUALIFICATIONS

K. To be considered responsive to the requirements of this RFQ, the entity shall provide verifiable evidence that the firm, personnel, and associated consultants are appropriately licensed in the State of Nebraska and meet all the requirements and qualifications described herein. The school district reserves the right to request additional information which, in the school district's opinion, is necessary to assure that the architect's/engineer's competence, business organization, and financial resources are adequate to perform the work described herein.

Schemmer is a Nebraska corporation and is licensed and registered in the State of Nebraska. Personnel licensed in Nebraska include 10 architects, two electrical engineers, 14 civil engineers, five structural engineers, four mechanical engineers and one surveyor. License numbers for individuals assigned to this project are shown on their resumes.

L. Please provide your typical owner architect contract for district review (as an appendix.)

Our typical owner/architect contract is included in the Appendix, pages 21 to 44.

M. Each firm should provide a proposed fee schedule including: a typical hourly rate schedule for the staff proposed and any associated fee approach such as reimbursable, mileage, phone, etc. If the interested firm has a "price menu" that they typically use, please include that as well.

Schemmer typically negotiates a stipulated lump sum fee with school districts on educational projects. This fee is based on the services needed and the estimated time to do the work. It is our understanding that Arlington Public Schools is looking for the following services:

- Facility Assessment/Master Planning
- Design/Construction Phase Services for Projects

For Facility Assessment/Master Planning services, Schemmer will work with Arlington Public Schools to negotiate a fee based on the extent of the assessment desired.

For Construction projects, Schemmer typically negotiates a percent of construction cost lump sum fee. This percentage varies based on project scope and size.

Reimbursable expenses include: printing plan sets and specifications for bidding/code review and mileage.

STANDARD RATES

Senior Project Manager	\$ 180.00
Project Manager	\$ 125.00
Senior Registered Architect	\$ 160.00
Registered Architect	\$ 135.00
Senior Design Architect	\$ 125.00
Architect	\$ 100.00
Interior Architect	\$ 95.00
Senior Registered Engineer	\$ 165.00
Registered Engineer	\$ 130.00
Senior Engineer E.I.	\$ 110.00
Engineer E.I.	\$ 95.00
Design Engineer	\$ 125.00
Design Technician II	\$ 105.00
Design Technician	\$ 85.00
CADD Technician	\$ 70.00
Senior Project Representative	\$ 130.00
Project Representative	\$ 95.00
Registered Land Surveyor	\$ 125.00
3 Man Survey Crew	\$ 205.00
2 Man Survey Crew	\$ 140.00
1 Man Survey Crew	\$ 95.00
Survey Party Chief	\$ 85.00
Survey Instrument Person	\$ 75.00
Field Technician IV	\$ 100.00
Field Technician III	\$ 85.00
Field Technician II	\$ 65.00
Field Technician I	\$ 55.00
Administrative Support	\$ 70.00
Mileage Rate (per mile)	\$ 0.58

NOTE: Hourly rates are subject to change annually each January.





SCHEMMER

Design with Purpose. Build with Confidence.



TERRY M. WOOD, AIA, LEED AP
Principal-In-Charge / Project Manager

ARCHITECTURAL



Molly Macklin, AIA
Architect

STRUCTURAL ENGINEERING



Kevin Wenninghoff, SE
Structural Engineer

ELECTRICAL ENGINEERING



Joe Binge, PE
Electrical Engineer

MECHANICAL ENGINEERING



Andrew Pullmann, PE
Mechanical Engineer

**CIVIL/SITE ENGINEERING
& LANDSCAPE**



**Matt Hubel, PE,
CPSWQ, LEED AP BD+C**
Civil/Site Engineer

**CONSTRUCTION
ADMINISTRATION**



Mike Fortenbury
Project Representative

Terry Wood, AIA, LEED AP

PRINCIPAL-IN-CHARGE

38 YEARS OF EXPERIENCE



Qualifications

I have a passion and great enjoyment for educational design. During my 38 years of experience, I've seen how our designs directly affect the quality of the learning environment. As the leader of our K-12 market at Schemmer, I take great pride in making sure that our client's projects are done on time and in budget. We'll listen carefully to you and make sure that our design and assessment efforts reflect your wants, needs and goals for your district.

Relevant Experience

- **Omaha Public Schools | Omaha, NE**
 - Columbian Elementary School
 - Gilder Elementary School Renovation and Addition
 - Catlin, Conestoga and King Elementary Schools Renovations
 - Indian Hill Elementary School Renovation
 - Sherman Elementary School Renovation
 - Fontenelle Elementary School Renovation, Addition and IAQ
 - Burke High School Renovation
- **Millard Public Schools | Omaha, NE**
 - Rohwer, Reagan, Reeder, Wheeler Elementary Schools and Additions
 - Millard North High School Renovation and Addition
 - Ackerman Elementary School Renovation and Addition
- **Weeping Water Public Schools Renovation and Addition | Weeping Water, NE**
- **Concordia Jr./Sr. High School Renovation and Addition | Omaha, NE**
- **Scottsbluff Public Schools | Scottsbluff, NE**

EDUCATION | B.S. Architecture | 1980 |
University of Nebraska - Lincoln

REGISTRATION | Licensed Architect -
NE; LEED Accredited Professional

AFFILIATIONS | American Institute
of Architects; Council of Educational
Facility Planners International



Project Highlight - Bluffs Middle School Renovation and Addition

Our Schemmer team provided on-going professional services for Scottsbluff Public Schools for more than 10 years. During this time, we provided various studies and project designs for all of the District's six schools and other ancillary facilities. The wide range of projects included facility assessments, bond phase services, design of renovations, additions, indoor air quality upgrades, electrical upgrades, ADA improvements and window, door and roof replacements.

One of the most exciting projects was the renovation of the Middle School. We designed a complete renovation to and replaced the existing gymnasium and cafeteria with new construction. The new addition included a gymnasium with spectator seating for 700, locker rooms, wrestling, weights, commons, cafeteria and kitchen. The existing air handling systems were replaced by a geothermal heat pump system to utilize the earth's energy to heat and cool the entire school. In addition to heating, ventilation and air-conditioning (HVAC) strategies, reduced water-use plumbing fixtures replaced existing high water-use fixtures.

Molly Macklin, AIA

ARCHITECT

9 YEARS OF EXPERIENCE



Qualifications

My passion is designing environments for learning. I am an exceptional listener and team player with a unique vision for educational design. I enjoy engaging educational communities in the design process to find creative solutions that represent their goals and values. As the project architect, I am involved in all aspects of the project and am responsible for the coordination of all disciplines. My focused dedication and attention to detail assures my projects exceed client expectations. The majority of my professional experience focuses on K-12 design and production.

Relevant Experience

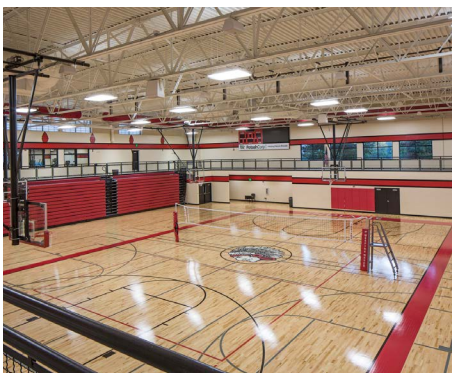
- **Omaha Public Schools | Omaha, NE**
 - Columbian Elementary School
 - Gilder Elementary School Renovation and Addition
 - Catlin, Conestoga and King Elementary Schools Renovations
 - Indian Hill Elementary School Renovation
 - King Science Center Planetarium and Classroom Modifications
 - North High School Journalism and Art Classroom Modification
 - Emergency Responder Signage
- **Weeping Water Public Schools | Weeping Water, NE**
 - Weeping Water Public Schools Renovation and Addition
 - Weeping Water Public Schools Bond Referendum
- **Concordia Jr./Sr. High School Renovation and Addition | Omaha, NE**
- **St. Croix Preparatory Academy | Stillwater, MN***
- **Calvin Christian School | Edina, MN***
- **Minnehaha Academy South Campus Renovations | Minneapolis, MN***

**Work prior to SCHEMMER*

EDUCATION | B. Arch. Architectural Studies | 2006 | University of Minnesota; M. Architecture | 2011 | University of Nebraska - Lincoln

REGISTRATION | Licensed Architect - NE

AFFILIATIONS | American Institute of Architects



Project Highlight - Weeping Water Public Schools

Our Schemmer team worked with the Weeping Water Community to assess their existing facility, prioritize needs and develop a scope of work for a bond election. We worked closely with the community committee to develop fliers, graphics, videos and other media to assist them in selling their bond to the public. After a successful bond campaign, we continued to work with Weeping Water Public Schools to design the project. The final project included: a new secure main entry and administration addition; eight classroom addition with early learning; a wellness center addition including competition gymnasium, fitness center, wrestling room, indoor walking track and locker rooms; complete mechanical system replacement; as well as significant renovations to the existing facility. Working with and getting to know the Weeping Water community was critical to ensure that we designed a learning environment that uniquely represented the goals and values of Weeping Water Public Schools.

Kevin Wenninghoff, SE

STRUCTURAL ENGINEER

10 YEARS OF EXPERIENCE



Qualifications

As a structural engineer, I understand and appreciate the importance of education. As a father, I know how imperative it is to ensure the safety of a child. Any time I provide structural engineering services for a building, these notions are at the front of my mind. I always hold the safety of building occupants as the highest priority, while also focusing on providing efficient, high-value engineering solutions for clients. I am an excellent team player, and I am driven to find the best possible solution. I maintain focus on the idea that the function and aesthetics of the building are critical to the client, and the structural design should serve to those ends.

Relevant Experience

- **Omaha Public Schools | Omaha, NE**
 - Columbian Elementary School
 - Gilder Elementary School Renovation and Addition
 - Indian Hill Elementary School Renovation
- **Weeping Water Public Schools Renovation and Addition | Weeping Water, NE**
- **Concordia Jr./Sr. High School Renovation and Addition | Omaha, NE**
- **Millard Public Schools, Reeder Elementary School Addition | Omaha, NE**
- **Scottsbluff Public Schools | Scottsbluff, NE**
 - Bluffs Middle School Renovation and Addition
 - Westmoor Elementary School Addition and IAQ
- **Children's Square U.S.A. Academic Center | Council Bluffs, IA**

EDUCATION | M.S. Architectural Engineering | 2010 | University of Nebraska - Lincoln; B.S. Architectural Engineering | 2009 | University of Nebraska - Lincoln

REGISTRATION | Licensed Structural Engineer - NE, IA, OK, VA

AFFILIATIONS | Structural Engineering Association of Nebraska



Project Highlight - Gilder Elementary School Renovation

Schemmer provided the design for the Gilder Elementary School Renovation and Addition. Part of the renovation included modifying the structure in an existing classroom wing to add a central corridor. This involved removing structural beams and relocating structural columns. It was important to understand the original design and analyze the existing structure to ensure the stability of the structure was maintained after completion of the work. The building addition included a new classroom wing and storm shelter to withstand F-5 tornado wind speeds.

Andrew Pullmann, PE, LEED AP BD+C

MECHANICAL ENGINEER

6 YEARS OF EXPERIENCE



Qualifications

As a mechanical engineer, many of the systems we design are hidden from sight and seldom noticed by building occupants. I don't see this as a negative, and in fact, should be the goal! A well-designed mechanical system should give the occupants a comfortable and safe space that is easy to control and maintain. These systems should not produce any unwanted noise and should contribute to the overall aesthetic of the architectural design. Children spend a large percentage of their day in school facilities, so it is very important that the buildings provide the best possible environment for them to learn and grow. When designing a project, I strive to provide a well-thought-out, holistic design, that integrates well with the other architectural, structural and electrical design elements. I use my experience from projects large and small to bring new ideas to the project while also maintaining time-proven design principles to provide an innovative and cost effective final product that exceeds client expectations.

Relevant Experience

- **Omaha Public Schools | Omaha, NE**
 - Catlin, Conestoga and King Elementary Schools Renovations
 - King Science Center Planetarium Living Tech Area
 - North High School Journalism and Art Room
 - Columbian Elementary School Replacement
- **Noble Public Schools High School Gym/Performing Arts | Noble, OK**
- **Dayton Elementary School | Dayton, IA***

**Work prior to SCHEMMER*

EDUCATION | B.S. Mechanical Engineering | 2010 | Kansas State University

REGISTRATION | Professional Engineer - NE, LEED Accredited Professional BD+C



Project Highlight - Catlin, Conestoga and King Elementary Schools

The Schemmer mechanical team worked closely with Omaha Public Schools to develop project scopes to replace existing mechanical systems in the three elementary schools. The existing systems were severely deficient and well past the end of their useful life. The mechanical solutions that we developed kept the projects in budget while also addressing IAQ issues that will improve occupant comfort and the learning environment. The designed solutions will keep the school operational throughout the year while most construction activity will take place during the summer. Construction activity that cannot be completed during the summer is carefully phased to ensure little interruption to the students and staff. We utilized 3D scanning of all mechanical spaces on all three buildings. This technology allows us to start design with a precise 3D model of all existing mechanical and electrical equipment to ensure we are integrating old and new holistically in the new design.

Joe Binge, PE

LEAD ELECTRICAL ENGINEER

19 YEARS OF EXPERIENCE



Qualifications

Over the course of my career, K-12 projects have been some of the best and most rewarding projects I have worked on from concept to completion. I have worked with several school districts in multiple states, from large urban districts to small rural schools. My experience ranges from simple renovations and additions to more complicated system upgrades and completely new facilities. As an electrical engineer, I have knowledge in power, lighting, telecommunications and safety/security aspects of design. I have worked with facility maintenance personnel, district representatives, and end users to understand the wants and needs of projects, and their guidelines and procedures. I strive to always make suggestions and bring new ideas to the table, as well as ensure costs fit within the budget.

Relevant Experience

- **Omaha Public Schools | Omaha, NE**
 - Catlin, Conestoga and King Elementary Schools Renovations
 - Columbian Elementary School
 - Gilder Elementary School Renovation and Addition
 - Indian Hill Elementary School Renovation and Addition
- **Lincoln Public Schools | Lincoln, NE**
 - Sheridan Elementary School Secure Entrance
 - Lux Middle School Secure Entrance
 - Scott Middle School Secure Entrance
 - Pershing Elementary School Renovation and Addition*
 - Print Center
- **Children's Square U.S.A. Academic Center | Council Bluffs, IA**
- **Concordia Jr./Sr. High School Renovation and Addition | Omaha, NE**

**Work prior to SCHEMMER*

EDUCATION | B.S. Electrical Engineering | 1999 | University of Nebraska - Lincoln

REGISTRATION | Professional Engineer - NE, IA, KS, MI, MO, SD, ND, VA, OK, TX

AFFILIATIONS | International Association of Electrical Inspectors



Project Highlight - Indian Hill Elementary Renovation and Addition

The Indian Hill Elementary School involved extensive electrical work. The existing main service switchboard remained in place and a second HVAC service switchboard was installed to handle the new HVAC and associated mechanical loads added to the building. Existing panels were replaced, with new panels installed as necessary for the new loads. A generator was added for the life safety loads in the building, as well as to serve the emergency loads of the adjacent Educare building. The majority of the existing lighting was removed and replaced with new LED luminaires and switches. Occupancy sensors and control panels were installed for better control of lighting throughout the building. The design also included a new addressable fire alarm system, new telecom where required, and security and access control provisions.

Matt Hubel, PE, CPSWQ, LEED AP BD+C

LEAD CIVIL/SITE ENGINEER AND LANDSCAPE

15 YEARS OF EXPERIENCE



Qualifications

Of all the different types of projects I've designed, K-12 projects are by far the most rewarding. I take great pride in providing site plans that are focused on student safety while also creating engaging outdoor learning environments. My experience with educational projects includes facility assessments, master planning, site circulation and traffic planning, and site design, providing me with unique expertise in planning and designing sites for K-12 facilities. I am enthusiastic about educational design because I know that a well thought-out site can contribute immensely to the safety, security, efficiency and enjoyment of a school.

Relevant Experience

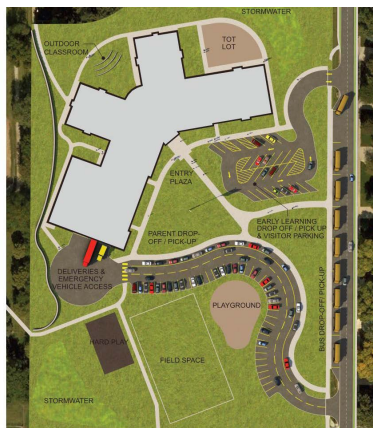
- **Omaha Public Schools | Omaha, NE**
 - Columbian Elementary School
 - Gilder Elementary School Renovation and Addition
 - Indian Hill Elementary School Renovation
- **Weeping Water Public Schools Renovation and Addition | Weeping Water, NE**
- **Children's Square U.S.A. Academic Center | Council Bluffs, IA**
- **Bennington Public Schools, Heritage Elementary School | Bennington, NE***
- **Tecumseh Early Childhood Center | Tecumseh, OK**
- **Westside Community Schools | Omaha, NE***
 - Middle School Auditorium Addition
 - Westside High School Auditorium Addition
 - Westside High School Baseball and Tennis Complex

**Work prior to SCHEMMER*

EDUCATION | B.S. Civil Engineering | 2004 | University of Nebraska - Omaha

REGISTRATION | Professional Engineer - NE, IA, KS, VA; LEED Accredited Professional BD+C; Certified Professional in Storm Water Quality

AFFILIATIONS | American Society of Civil Engineers; National Society of Professional Engineers; Engineers Club of Omaha



Project Highlight - Columbian Elementary School

The most complex component of the Columbian Elementary School project was that the new school would be constructed on the same site as the existing school, which needed to remain operational until the new school was complete. Our design needed to account for students, parents and teachers utilizing the site concurrently with construction activities. In order to facilitate the successful completion of the project, our team created detailed phasing plans that ensured the new building and improvements could be constructed while maintaining functionality of the existing school, parking areas, pick-up/drop-off areas and playgrounds.

WEeping WATER PUBLIC SCHOOLS RENOVATION AND ADDITION

weeping water public schools | 204 WEST O STREET, WEeping WATER, NE 68463



Schemmer facilitated numerous meetings with administration, staff, teachers, board members and the community to help identify the District's needs, develop priorities and establish budgets for their bond issue. Through these public meetings and open exchange of ideas, Schemmer was able to successfully assist the District in passing their \$11.85 million bond referendum.

The Weeping Water Public Education Campus and Wellness Center project added 68,000 SF. It included the renovation of the existing building, new energy-efficient HVAC and new fire sprinkler.

An eight-classroom addition houses Early Learning, Kindergarten and additional classrooms. A Wellness Center addition includes a new competition gymnasium with upper tier track, modern Science and Family Consumer Sciences classrooms, new locker rooms, wrestling room and a community fitness center. The Wellness Center is designed to promote wellness at every age and fitness level within the Weeping Water community. A new addition at the main entry creates a secure building entry and includes new administrative offices and Library.

SIMILARITIES TO ARLINGTON PUBLIC SCHOOLS PROJECT

PK-12 campus; Master Planning; Facility Assessment; Fine Arts Auditorium remodel; Designated wrestling room in new Wellness Center that also doubles as severe storm shelter; Career and Tech Ed classroom additions and renovations including: specialty science, family and consumer science, welding lab and woods lab; Eight-classroom addition with dedicated pre-school classroom space; Kitchen upgrades included expanded space for freezer/coolers; Locker room remodel and new locker room additions; Expanded parking; Security and safety upgrades; Energy efficiency upgrades including new mechanical and electrical systems

PROJECT TEAM | Terry M. Wood, AIA, LEED, AP, project manager; Molly Macklin, AIA, project architect; Kevin Wenninghoff, SE, structural engineer; Matt Hubel, PE, CPSWQ, LEED AP BD+C, civil/site engineer

METHOD | Construction Manager at Risk

COST | \$10.5M

SIZE | 74,863 SF Renovation; 61,585 SF Addition

COMPLETION | 2015

CHANGE ORDERS | \$0 (Guaranteed Maximum Price)

CLIENT CONTACT | Dr. Kenneth Heinz, Superintendent; Weeping Water Public Schools; 204 West O Street, Weeping Water, NE 68463; p. 402.267.2445; kheinze@weepingwaterps.org

GILDER ELEMENTARY SCHOOL RENOVATION AND ADDITION

omaha public schools | 3705 CHANDLER ROAD W, BELLEVUE, NE 68147



Schemmer was retained by Omaha Public Schools for Capital Improvements to the existing Gilder Elementary School. The existing building's configuration and site features were outdated and did not support 21st century learning, safety or security. Schemmer worked closely with the Gilder community to identify building and site deficiencies. Schemmer's response to these deficiencies were renovations and 18,000 SF of additions that included:

- On-site parent drop-off/pick up
- New secure entry and administration addition
- Central Media Center addition
- Classroom addition with four early learning classrooms, three kindergarten classrooms and student restrooms (also serves as storm shelter)
- Reconfiguration of the existing building
- Roof replacement
- ADA upgrades
- Mechanical, plumbing, electrical and lighting replacement
- Complete interior finish replacement
- Window and door replacement
- Fire alarm and sprinkler systems

SIMILARITIES TO ARLINGTON PUBLIC SCHOOLS PROJECT

Classroom addition with four dedicated pre-school classrooms, as well as preschool support space; Kitchen upgrades included expanded new serving line equipment and remodel to accommodate better serving line student flow; Expanded parking and safe drop-off/pick-up; Security and safety upgrades; Energy Efficiency upgrades including new mechanical and electrical systems

PROJECT TEAM | Terry M. Wood, AIA, LEED, AP, project manager/architect; Molly Macklin, AIA, architect; Kevin Wenninghoff, SE, structural engineer; Joe Binge, PE, electrical engineer; Matt Hubel, PE, CPSWQ, LEED AP BD+C, civil/site engineer

METHOD | Construction Manager at Risk

COST | \$8.5M

SIZE | 33,042 SF Renovation; 18,066 SF Addition

COMPLETION | Fall 2018

CHANGE ORDERS | -\$16,440 (Owner savings)

CLIENT CONTACT | Cassie Schmidt, Principal; Gilder Elementary School; 3705 Chandler Road W, Bellevue, NE 68147; p. 402.734.7334; cassandra.schmidt@ops.org

BLUFFS MIDDLE SCHOOL RENOVATION AND ADDITION

scottsbluff public schools | 27 E. 23RD STREET, SCOTTSBLUFF, NE 69361



Schemmer was retained to design renovations and additions to the Scottsbluff Middle School. The addition includes a gymnasium with spectator seating for 700, locker rooms, wrestling, weights, commons, cafeteria and kitchen. The existing air handling systems were replaced with a geothermal heat pump system to utilize the earth's energy to heat and cool the entire school. New energy recovery ventilation units provide the necessary fresh air for improved indoor air quality while recovering the energy from exhaust air to preheat/pre-cool the ventilation air. In addition to the HVAC strategies, reduced water-use plumbing fixtures replaced existing high water-use fixtures.

Schemmer provided on-going professional design services for Scottsbluff Public Schools for more than 10 years. During this time, we provided various studies and project designs for all of the District's six schools and other ancillary facilities.

SIMILARITIES TO ARLINGTON PUBLIC SCHOOLS PROJECT

Master Planning; Facility Assessment; Expanded parking; Safety and security upgrades; Designated wrestling room; Additional and renovated classrooms including science and technology classrooms; New kitchen; Locker room/restroom addition and remodel

PROJECT TEAM | Terry M. Wood, AIA., LEED AP, project architect; Kevin Wenninghoff, SE, structural engineer

METHOD | Construction Manager at Risk

COST | \$15.5M

SIZE | 100,000 SF Renovation; 40,000 SF Addition

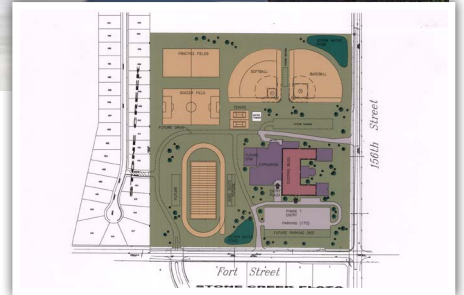
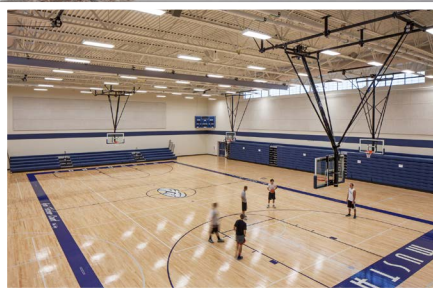
COMPLETION | 2010

CHANGE ORDERS | \$0 (Guaranteed Maximum Price)

CLIENT CONTACT | Richard Myles, Superintendent; Scottsbluff Public Schools; 1722 1st Avenue; Scottsbluff, NE 69361; p. 308.635.6200; rmyles@sbps.net

CONCORDIA JR./SR. HIGH SCHOOL RENOVATION AND ADDITION

concordia lutheran schools of omaha | 15656 FORT STREET, OMAHA, NE 68116



Schemmer was retained to design a 600-student Junior/Senior High School for the Concordia Lutheran Schools of Omaha, Nebraska. This project was unique in that the land for the school was donated and contained an existing equestrian facility. Schemmer adaptively reused the existing building transforming it into a new school complete with classrooms, media center, commons, food service and administration. The program indicated a need for an additional 91,000 SF of space. Schemmer developed a master plan that placed the new gymnasium, wrestling room, weight rooms, locker room and performing arts spaces in the new addition.

The site was developed for new football/soccer/baseball/softball fields, running track and tennis courts. Ample parking for students, staff and major events was provided.

SIMILARITIES TO ARLINGTON PUBLIC SCHOOLS PROJECT

Master Planning; Facility Assessment; Parking; Security and safety; Classrooms; Kitchen, Locker rooms; Phased development of Master Plan

PROJECT TEAM | Terry M. Wood, AIA, LEED, AP, project manager/architect; Molly Macklin, AIA, architect; Kevin Wenninghoff, SE, structural engineer

METHOD | Construction Manager at Risk

COST | Phase I: \$4.7M, Phase II: \$6.5M

SIZE | 54,700 SF Renovation; 91,000 SF Addition

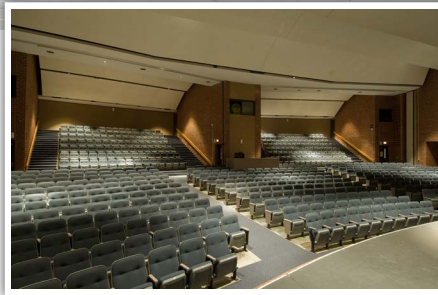
COMPLETION | Phase I: 2001; Phase II: 2013

CHANGE ORDERS | \$0 (Guaranteed Maximum Price)

CLIENT CONTACT | Rev. Jim Rasmussen, Executive Pastor and Director of Finance and Operations (Former Executive Director of Concordia Lutheran Schools); Divine Shepherd Lutheran Church; 15005 Q Street, Omaha, NE 68137; p. 402.895.1500; jim@dsomaha.org

MILLARD NORTH HIGH SCHOOL ADDITION AND RENOVATION

millard public schools | 1010 SOUTH 144TH STREET, OMAHA, NE 68154



This renovation project at Millard North High School involved the construction of a 24,000 SF addition including a cafeteria, six classrooms, two chemistry labs and a new parking area. Schemmer also completed the renovation of all existing classrooms, along with the auditorium, family consumer science lab, three interior stairwells and 22 restrooms. To ensure this project was completed on time Schemmer developed construction schedules in nine phases, and maintained clear and open lines of communication with the contractor and the owner.

SIMILARITIES TO ARLINGTON PUBLIC SCHOOLS PROJECT

Expanded parking; Energy efficiency with updated mechanical and electrical systems; Auditorium remodel; Building additions; Exterior building updates; Bathroom/locker room remodeling; Vocational classrooms

PROJECT TEAM | Terry M. Wood, AIA, LEED AP, project architect

METHOD | Construction Manager

COST | \$5.6M

SIZE | 94,220 SF renovation; 8,185 SF addition

COMPLETION | 2007

CHANGE ORDERS | \$2,916 (owner-initiated)

CLIENT CONTACT | Kenneth J. Fossen, J.D.,
Associate Superintendent for General Administration;
Millard Public Schools; 5606 South 147th Street; Omaha, NE 68137;
p. 402.715.8401; kfossen@mpsomaha.org

L. Please provide your typical owner architect contract for district review (as an appendix).

DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

« »
« »
« »
« »

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

« »
« »
« »
« »

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

« »
« »
« »

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.

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:15:20 on 02/02/2018 under Order No.9394878068 which expires on 07/14/2018, and is not for resale. (944988789)
User Notes:

1

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

« »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:15:20 on 02/02/2018 under Order No.9394878068 which expires on 07/14/2018, and is not for resale. User Notes: (944988789)

« »

- .2 Construction commencement date:

« »

- .3 Substantial Completion date or dates:

« »

- .4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

« »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

« »

« »

« »

« »

« »

« »

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

« »

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:

« »« »

« »

« »

AIA Document B101™ - 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:15:20 on 02/02/2018 under Order No.9394878068 which expires on 07/14/2018, and is not for resale. User Notes: (944988789)

« »
« »

.2 Civil Engineer:

« »« »
« »
« »
« »
« »

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

« »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

« »
« »
« »
« »
« »
« »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

« »« »
« »
« »
« »
« »

.2 Mechanical Engineer:

« »« »
« »
« »
« »
« »

.3 Electrical Engineer:

« »« »
« »
« »
« »
« »

§ 1.1.11.2 Consultants retained under Supplemental Services:

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:15:20 on 02/02/2018 under Order No.9394878068 which expires on 07/14/2018, and is not for resale. User Notes: (944988789)

« »

§ 1.1.12 Other Initial Information on which the Agreement is based:

« »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 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 Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 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 Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than «one million dollars» (\$«1,000,000») for each occurrence and «two million dollars» (\$«2,000,000») in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «one million dollars» (\$«1,000,000») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 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 or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:15:20 on 02/02/2018 under Order No.9394878068 which expires on 07/14/2018, and is not for resale. User Notes: (944988789)

5

Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

~~§ 2.5.5 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.~~

§ 2.5.6 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»)~~ per claim and ~~«two million dollars» (\$«2,000,000»)~~ in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 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, and shall not be responsible for, the accuracy, completeness, and timeliness of, 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.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; ~~and may include some combination of study models, perspective sketches, or digital representations.~~ Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:15:20 on 02/02/2018 under Order No.9394878068 which expires on 07/14/2018, and is not for resale. User Notes: (944988789)

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- 1 ~~facilitating the distribution of~~ make recommendations to the Owner related to procuring and distributing Bidding Documents to prospective bidders;
- 2 organizing and conducting a pre-bid conference for prospective bidders;
- 3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- 4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- 1 ~~facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- 21 organizing and participating in selection interviews with prospective contractors;
- 32 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- 43 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:15:20 on 02/02/2018 under Order No.9394878068 which expires on 07/14/2018, and is not for resale. (944988789)

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect shall not review and approve submittals not required by the Contract Documents.

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

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:15:20 on 02/02/2018 under Order No.9394878068 which expires on 07/14/2018, and is not for resale. User Notes: (944988789)

10

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	

Formatted Table

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:15:20 on 02/02/2018 under Order No.9394878068 which expires on 07/14/2018, and is not for resale. (944988789)
User Notes:

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Land survey	
§ 4.1.1.30 Geotechnical engineering	
§ 4.1.1.31 Materials testing	
§ 4.1.1.32 Zoning processing assistance	
§ 4.1.1.33 Traffic studies	
§ 4.1.1.34 Design of public improvements	
§ 4.1.1.2935 Other services provided by specialty Consultants	
§ 4.1.1.3036 Other Supplemental Services	

Formatted: Font: (Default) Times New Roman

Formatted Table

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:15:20 on 02/02/2018 under Order No.9394878068 which expires on 07/14/2018, and is not for resale. (944988789)

12

«Civil engineering for site design shall be in accordance with Sections 3.2, 3.3 and 3.4 and shall be limited to, as appropriate, site plans, on-site utility systems, fire protection systems, grading and drainage, and paving. »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services 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 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, 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 Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 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;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:15:20 on 02/02/2018 under Order No.9394878068 which expires on 07/14/2018, and is not for resale. User Notes: (944988789)

13

- comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
 - .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
 - .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~two~~ (~~2~~) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ~~two~~ (~~2~~) visits to the site by the Architect during construction
- .3 ~~one~~ (~~1~~) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~one~~ (~~1~~) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. 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 furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 ~~Unless specifically included in the Architect's services, the~~ Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests,

evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 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 furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, 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 Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 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.

§ 5.10 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.

§ 5.11 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.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot

and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, construction, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work ~~due to market conditions the Architect could not reasonably anticipate~~, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; ~~otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate

AIA Document B101™ - 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:15:20 on 02/02/2018 under Order No.9394878068 which expires on 07/14/2018, and is not for resale. User Notes: (944988789)

contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, 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.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 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 Agreement. A request for mediation shall be made in writing, delivered to the other party to this 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. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

AIA Document B101™ - 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:15:20 on 02/02/2018 under Order No.9394878068 which expires on 07/14/2018, and is not for resale. User Notes: (944988789)

§ 8.2.3 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.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ [« »] Arbitration pursuant to Section 8.3 of this Agreement

☒ [X] Litigation in a court of competent jurisdiction

☐ [« »] Other: (Specify)

« »

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

§ 8.3 Arbitration

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

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 Consolidation or Joinder

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

«15% of remaining fee »

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

«15% of remaining fee »

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:15:20 on 02/02/2018 under Order No.9394878068 which expires on 07/14/2018, and is not for resale. User Notes: (944988789)

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

§ 10.6 Unless otherwise required in this 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 Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project 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 Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information 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 invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

« »

- .2 Percentage Basis
(Insert percentage value)

« » (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«The amount due for supplemental services designated in Section 4.1.1 and for any sustainability services required per Section 4.1.3 to be performed by the Architect shall be included in the stipulated lump sum in Section 11.1. »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«The amount due shall be based on the actual hours expended for the additional services multiplied by the current hourly rate of the person(s) performing the services plus reimbursable expenses. »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «fifteen» percent («15»%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

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

Schematic Design Phase	« »	percent (« »	%)
Design Development Phase	« »	percent (« »	%)
Construction Documents Phase	« »	percent (« »	%)
Procurement Phase	« »	percent (« »	%)
Construction Phase	« »	percent (« »	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent

AIA Document B101™ - 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:15:20 on 02/02/2018 under Order No.9394878068 which expires on 07/14/2018, and is not for resale. User Notes: (944988789)

budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted 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.)

« »

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~ten~~ percent (~~10~~%) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of ~~ten percent (10%) of the stipulated sum indicated in Section 11.1~~ (~~\$~~ ~~« »~~) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:15:20 on 02/02/2018 under Order No.9394878068 which expires on 07/14/2018, and is not for resale. User Notes: (944988789)

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

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

«12»% «annual»

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

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

«§ 12.1 To the fullest extent permitted by law, Owner agrees that the total liability, in the aggregate, of the Architect and the Architect's officers, directors, members, partners, agents, employees, and subconsultants, to the Owner, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of, resulting from or in any way relating to Architect's services, this Agreement or any Addenda, from any cause or causes, shall be limited to \$125,000 or the total amount of compensation received by the Architect, whichever is less.»

§ 12.2 The Owner agrees to allow Architect to solicit and provide services directly to another party or parties associated with the project. This provision is intended to satisfy the conflict of interest requirements of section 5.2.1 of The Nebraska Engineers and Architects Regulation Act regarding compensation to the Architect from more than one party on a project.»

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

« »

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

AIA Document B101™ - 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:15:20 on 02/02/2018 under Order No.9394878068 which expires on 07/14/2018, and is not for resale. User Notes: (944988789)

<< >>

[<< >>] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

<< >>

4

Other documents:
(List other documents, if any, forming part of the Agreement.)

<< >>

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

<< >><< >>

(Printed name and title)

ARCHITECT (Signature)

<< >><< >>

(Printed name, title, and license number, if required)

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:15:20 on 02/02/2018 under Order No.9394878068 which expires on 07/14/2018, and is not for resale. User Notes: (944988789)